



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Carysbrook Performing Arts Center
8880 James Madison Hwy, Fork Union, VA 23055

April 5, 2023

Regular Meeting – 5:00pm

Work Session – 7:00pm

TAB	AGENDA ITEMS
1 – CALL TO ORDER	
2 – PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE	
3 – ADOPTION OF AGENDA	
4 – COUNTY ADMINISTRATOR'S REPORT	
5 – PUBLIC COMMENTS #1 (5 minutes each)	
6 – PUBLIC HEARING	
7 – ACTION MATTERS	
A	Child Abuse Prevention Month Proclamation – Rocky Reed, DSS CPS Supervisor
B	Authorization to Advertise a Public Hearing for the VDOT Secondary Six Year Plan – Scott Thornton, VDOT Residency Administrator
C	Small Purchasing Procedures Amendment – Donna Allen, Purchasing Officer
D	JPMorgan Chase Bank Debt Proceeds Projects – Eric Dahl, County Administrator
E	Pleasant Grove Athletic Field Lighting – Aaron Spitzer, Director of Parks and Recreation
7A – APPOINTMENTS	
8 – PRESENTATIONS (normally not to exceed 10 minutes each)	
F	Library Pavilion – Calvin Hickman, Director of Public Works
G	Utility Scale Solar Revenue Options – Eric Dahl, County Administrator
9 – CONSENT AGENDA	
H	Minutes of March 15, 2023 – Caitlin Solis, Clerk to the Board
I	Minutes of March 22, 2023 – Caitlin Solis, Clerk to the Board
J	EMS Supervisor New Hire Salary – Eric Dahl, County Administrator
K	Dewberry Project Agreement #18 – Jennifer Schmack, Director of Economic Development
L	CRMF - PW23 - Boiler for Public Works Maintenance Shop – Dale Critzer, Assistant Director of Public Works
M	CRMF - PW23 - Truck Dump Body Purchase and Installation – Dale Critzer, Assistant Director of Public Works
N	Job Description update Communication Officer to Communication Officer I – Donna Snow, Director of Human Resources

Fluvanna County is committed to providing an excellent quality of life for our citizens and businesses through the efficient delivery of core services and programs, while preserving the unique identity and rural character of the County.

- O Job Description update Communications Team Lead – Donna Snow, Director of Human Resources
- P New Job Description Communication Officer II – Donna Snow, Director of Human Resources
- Q Job Description update Communications Supervisor – Donna Snow, Director of Human Resources
- R Temporary Staff Stipend for Additional Duties (Payne) – Donna Snow, Director of Human Resources
- S R. K. Chevrolet Vehicles Contract – Donna Allen, Purchasing Officer

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

BUDGET WORK SESSION

Budget Discussion – Eric Dahl, County Administrator

14 – ADJOURN



County Administrator Review

PLEDGE OF ALLEGIANCE

I pledge allegiance, to the flag,
of the United States of America,
and to the Republic for which it stands,
one nation, under God, indivisible,
with liberty and justice for all.

GENERAL RULES OF ORDER

1. It shall be the duty of the Chairman to maintain order and decorum at meetings. The Chairman shall speak to points of order in preference to all other members.
2. In maintaining decorum and propriety of conduct, the Chairman shall not be challenged and no debate shall be allowed until after the Chairman declares that order has been restored. In the event the Board wishes to debate the matter of the disorder or the bringing of order; the regular business may be suspended by vote of the Board to discuss the matter.
3. No member or citizen shall be allowed to use defamatory or abusive language directed at any member of the Board or other person, to create excessive noise, or in any way incite persons to use such tactics. The Chair shall be the judge of such breaches, however, the Board may by majority vote of the Board members present and voting to overrule the judgment of the Chair.
4. When a person engages in such breaches, the Chairman shall order the person's removal from the building, or may order the person to stand silent, or may, if necessary, order the person removed from the County property.

RULES OF PROCEDURE FOR PUBLIC HEARINGS

1. PURPOSE
 - The purpose of a public hearing is to receive testimony from the public on certain resolutions, ordinances or amendments prior to taking action.
 - A hearing is not a dialogue or debate. Its express purpose is to receive additional facts, comments and opinion on subject items.
2. SPEAKERS
 - Speakers should approach the lectern so they may be visible and audible to the Board.
 - Each speaker should clearly state his/her name and address.
 - All comments should be directed to the Board.
 - All questions should be directed to the Chairman. Members of the Board are not expected to respond to questions, and response to questions shall be made at the Chairman's discretion.
 - Speakers are encouraged to contact staff regarding unresolved concerns or to receive additional information.
 - Speakers with questions are encouraged to call County staff prior to the public hearing.
 - Speakers should be brief and avoid repetition of previously presented comments.
3. ACTION
 - At the conclusion of the public hearing on each item, the Chairman will close the public hearing.
 - The Board will proceed with its deliberation and will act on or formally postpone action on such item prior to proceeding to other agenda items.
 - Further public comment after the public hearing has been closed generally will not be permitted.

Fluvanna County is committed to providing an excellent quality of life for our citizens and businesses through the efficient delivery of core services and programs, while preserving the unique identity and rural character of the County.

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB A

MEETING DATE:	April 5, 2023				
AGENDA TITLE:	Child Abuse Prevention Month Proclamation				
MOTION(s):	I move the Fluvanna County Board of Supervisors proclaim the month of April 2023 as Celebrating Children Month in Fluvanna County in observation of Child Abuse Prevention Month.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Rocky Reed, DSS CPS Supervisor				
PRESENTER(S):	Rocky Reed, DSS CPS Supervisor				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	Short presentation about local CPS numbers and what DSS staff is experiencing.				
FISCAL IMPACT:	None				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Proclamation, Power Point presentation slides				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

PROCLAMATION 01-2023

Child Abuse Prevention Month

WHEREAS, in Federal fiscal year 2021, 4 million reports were made to child protective services; and

WHEREAS child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone in our community; and

WHEREAS, our children are our most valuable resources and will shape the future of Fluvanna County; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children;

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare, education, health, community- and faith-based organizations, and businesses and law enforcement agencies; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families;

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, nurturing environment.

WHEREAS, Prevention remains the best defense for our children and families;

NOW, THEREFORE, the Fluvanna County Board of Supervisors does hereby proclaim April 2022 as **NATIONAL CHILD ABUSE AND NEGLECT PREVENTION MONTH** in Fluvanna County and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

Passed and adopted this 5th day of April, 2023.

Mozell H. Booker
Chair, Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB B

MEETING DATE:	April 5, 2023				
AGENDA TITLE:	Authorization to Advertise a Public Hearing for the VDOT Secondary Six Year Plan				
MOTION(s):	I move the Board of Supervisors authorize staff to advertise for a public hearing regarding the Virginia Department of Transportation Secondary Six Year Plan.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Scott Thornton, VDOT Residency Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	Brief presentation on the VDOT Secondary Six Year Plan and request for authorization to advertise a Public Hearing for the proposed Secondary Six-Year Plan for Fiscal Years 2023/24 through 2028/29.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Draft advertisement for Public Hearing for VDOT SSYP • Draft Fluvanna County SSYP FY24 • Fluvanna Qualifying Unpaved Secondary Roads 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

(Seal)
PUBLIC HEARING
Fluvanna County Board of Supervisors
Wednesday, May 17, 2023, at 7:00 p.m.

The Virginia Department of Transportation and the Board of Supervisors of Fluvanna County, in accordance with Section 33.2-331 of the Code of Virginia, will conduct a joint Public Hearing at the Carysbrook Performing Arts Center, 8880 James Madison Hwy, Fork Union, Virginia, at 7:00 p.m. on Wednesday, May 17, 2023. The purpose of this Public Hearing is to receive public comment on the proposed Secondary Six-Year Plan for Fiscal Years 2023/24 through 2028/29 in Fluvanna County, and on the Secondary System Construction Budget for Fiscal Year 2023/24. Copies of the proposed Plan and Budget may be reviewed at the Louisa Residency Office of the Virginia Department of Transportation, located at 3709 Davis Highway, Louisa, or at the Fluvanna County Administrator's Office located at 132 Main Street, Palmyra, Virginia.

All projects in the Secondary Six-Year Plan that are eligible for federal funds will be included in the Statewide Transportation Improvement Program (STIP), which documents how Virginia will obligate federal transportation funds.

Persons requiring special assistance to attend and participate in this hearing should contact the Virginia Department of Transportation at 829-7616. Persons wishing to speak at this public hearing should contact the Fluvanna County Administrator's Office at 434-591-1910.

TO: Fluvanna Review

Advertise on the following dates: 4 & 11 May 2023

Authorized by: Fluvanna County Board of Supervisors

Bill to: Fluvanna County Administration
P.O. Box 540, Palmyra, VA, 22963
Caitlin Solis
Clerk for the Board of Supervisors
Fluvanna County, Virginia 22963
Email csolis@fluvannacounty.org
(434) 591-1910 ext. 1059 FAX (434) 591-1913

Secondary System
Fluvanna County
Construction Program
Estimated Allocations

Fund	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	Total
TeleFee	\$75,199	\$75,199	\$75,199	\$75,199	\$75,199	\$75,199	\$451,194
District Grant Unpaved	\$17,878	\$11,268	\$15,971	\$15,971	\$15,971	\$15,971	\$93,030
Total	\$93,077	\$86,467	\$91,170	\$91,170	\$91,170	\$91,170	\$544,224

Board Approval Date:

DRAFT

Resident Engineer Date

County Administrator Date

2023-24 through 2028-29

[illegible]

2023-24 through 2028-29

[illegible]

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB C

MEETING DATE:	April 5, 2023				
AGENDA TITLE:	Small Purchasing Procedures Amendment				
MOTION(s):	I move the Board of Supervisors approve the amendment to the Small Purchasing Policy as set out in the attached proposed amended "4.4 Small Purchasing Procedures".				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Donna Allen, Purchasing Officer				
PRESENTER(S):	Donna Allen, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<p>Major Changes Proposed:</p> <ol style="list-style-type: none"> 1. Sec. 4.4.1 - For vehicles only (including cars, trucks, vans) the small purchasing limit would be increased to \$200,000.00. Currently vehicles are included in the general policy applicable to "goods" – which has a limit of \$100,000.00. <ol style="list-style-type: none"> a. There would be no change in the number of quotes required. For a vehicle: <ol style="list-style-type: none"> i. \$0-\$5,000 – 1 quote ii. Greater than \$5,000-\$30,000 – 2 quotes iii. Greater than \$30,000-\$60,000 – 3 quotes iv. Greater than \$60,000-\$200,000(vehicles only) – 4 quotes b. Reason – Due to high demand the County is having great difficulty purchasing cars. The County has attempted numerous times to use State Contracts/Cooperative Agreements to buy vehicles – only to be told its pre order only for the next year, or nothing is available. The County also issued an IFB for vehicles in late 2022, and there were no responses. Likely since vehicles are often sold so quickly the dealers must not think it is worth the effort to respond to a County solicitation. This would provide another avenue for purchases of the vehicles. c. The County has CIP funding for the vehicle purchases in FY22/23 and desires to use bond financing that expires just after July 31, 2023. 2. Sec. 4.4.3(Q)Va. Code 2.2-4303(G) now requires specifically that the Uniform State Building Code can never be waived. 3. Sec. 4.4.5(D)(1) added language is for clarification only, and is not a substantive change. 4. Section 4.4.7 – 				

	<p>a. Formal written contracts required for any contract \$10,000 or more (since the Virginia Public Procurement Act specifically requires a written contract with specific provisions at any contract \$10,000 or more). Currently, a formal written contract is required for any contract in an amount of \$3,000 or more.</p> <p>b. Attachment A – One page Small Purchase Order Form recommended (not required) for all small purchases of \$500 to under \$10,000.</p>				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	See discussion for complete impact. Increase limitation for vehicles only to \$200,000; and written contracts only required if \$10,000 or more.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<p>a. Section 4.4 Small Purchasing Procedures – redline showing the proposed changes since the last amendments on July 7, 2021; and</p> <p>b. Amended Section 4.4 Small Purchasing Procedures.</p>				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

04. PROCUREMENT POLICIES AND PROCEDURES

4.4. Small Purchasing Procedures

BOS Approved ~~July 7, 2021~~ Amendment – [insert date adopted by Board]

4.4.1. Authorization. The Virginia Public Procurement Act, Virginia Code Section 2.2-4300 *et seq.*, (Hereinafter referred to as the “VPPA”) permits a locality to establish written small purchase procedures for single or term purchases from non-governmental contractors that do not require competitive sealed bids or competitive negotiation, on the condition that such procedures provide for competition wherever practicable. See Virginia Code Section 2.2-4303(G). The following small purchase procedures have been established by the Board of Supervisors of Fluvanna County for use by the County when acquiring (1) materials, supplies, equipment, printing, or other goods and non-professional services from non-governmental contractors where the estimated cost is less than or equal to \$100,000, ~~and~~ (2) professional services through single or term contracts if the aggregate or the sum of all phases is not expected to exceed \$80,000, ~~and~~ (3) specifically for vehicles such as a car truck or van where the estimated cost is less than or equal to \$200,000. Notwithstanding the foregoing, small purchasing procedures for any transportation-related construction may only be used when the estimated aggregate cost or sum of all phases is not expected to exceed \$25,000.00. In general, the objective of this policy shall be to provide the County and its taxpayers with the best value possible ~~—~~ reflecting high quality and best price – through efficient and effective use of the competitive market.

4.4.2. Authority of Purchasing Agent. The “Purchasing Agent”, who is the County Administrator, has responsibility and authority for negotiating, placing and when necessary, modifying every Solicitation, Contract and purchase order issued by the County under the County’s Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County’s Small Purchasing Procedures.

4.4.3. General Policies

- A. The procedures established in this Section are intended to provide for competition wherever practicable and shall be applied to further this intent.
- B. The County may choose to require more formal bidding procedures or more stringent requirements in addition to or in lieu of the methods provided in these procedures. Reasons for imposing such requirements may include, but shall not be limited to, (1) a belief that a more competitive price could be obtained or (2) to comply with more stringent funding source procurement requirements.
- C. The County shall not procure goods or services in a piecemeal manner, split procurement into multiple parts, or request that the selected vendor invoice the County at intervals for the purpose of reducing the estimated cost of the procurement below the applicable limit for the

type of goods or services being purchased as set forth in section 4.4.1 *supra*. Order splitting with the intent of keeping a small purchase under the maximum dollar amounts prescribed in section 4.4.1 is prohibited.

D. The receipt of written quotations is preferred.

E. All oral quotes must be documented by the employee receiving said quote. A standard County form shall be available for this purpose.

F. When practicable, the County shall inquire about available discounts.

~~H.G.~~ The County may, but shall not be required to, follow the methods provided in these procedures for procurements of goods or services which are exempt from requirements of competition under the VPPA.

~~H.H.~~ Where the estimated cost exceeds the limit for the type of goods or services being purchased as set forth in section 4.4.1 *supra*, then the County shall follow the applicable provisions of the VPPA and the County's Procurement Policies and Procedures (the "Policy").

~~H.I.~~ In the event that the required number of quotes cannot be obtained, the purchaser must document either that there are no other vendors available to provide the good or perform the service (single source determination), or that a reasonable effort was made to contact other vendors with no response. Documentation of such reasonable effort to contact vendors should include copies of fax confirmation sheets or letters requesting the quote and confirmation from the purchaser that no response was received. A standard County form ~~shall~~may be available for this purpose.

~~K.J.~~ Consistent with Section 4.1.4 of the County's Procurement Procedures, when applicable under the VPPA, the County may make use of existing contracts in other localities for the purchase of similar goods and services as a small cooperative procurement in accordance with this policy and Virginia Code Section 2.2-4304 ("Small Cooperative Procurement"). The contract price in any one (1) Small Cooperative Procurement contract shall satisfy any quotation requirements of this policy.

~~L.K.~~ A contract may include provisions for modification of the contract during performance, but no contract price may be increased such that the total contract price would be more than applicable limit for the type of goods or services being purchased as set forth in section 4.4.1 *supra*, without the advance written approval of the Board of Supervisors of Fluvanna County (the "Board"). 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 quote or offer.

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~~M.L.~~ In the solicitation or awarding of contracts, the County shall not discriminate against an offeror because of race, religion, color, sex, national origin, age, marital status, sexual orientation, gender identity, status as a service-disabled veteran, disability, or any other basis prohibited by state law relating to discrimination in employment.

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~~N.M.~~ Whenever solicitations are made, the County shall include businesses selected from a list made available by the Small Business and Supplier Diversity.

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~~O.N.~~ Whenever Solicitations are made, the County shall include and incorporated by reference the General Terms, Conditions and Instructions to Bidders and Contractors, attached to the Policy as Appendix 1, as may be amended, modified, or replaced by the Board from time to time.

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~~P.O.~~ The County encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions-

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~~Q.P.~~ **Compliance with Immigration Law.** Pursuant to § 2.2-4311.1. of the Code of Virginia, the Contractor does not, and shall not during the performance of a Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986. (BOS action Oct. 1, 2008~~+~~).

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Q. Compliance with the Uniform State Building Code is required for all small purchases and cannot be waived.

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4.4.4. Definitions

A. The County of Fluvanna Procurement Policies and Procedures, being the statement of purpose, Sections 4.1 to 4.7 inclusive, and Appendix I, are referred to throughout as the "Policy".

B. The definitions of the "Policy" as stated in Section 4.1 apply to the entire Policy, but for clarity are specifically incorporated to this Section 4.4 by reference.

C. The term "contracts" previously defined in Section 4.1 shall be expanded to also include any decisions to purchase a good or service made in compliance with the procedures outlined in this Section 4.4, with or without a formal written contract, including documentation.

D. "Small purchases" are single or term contracts for goods or services where the estimated sum or aggregate of all phases does not exceed the applicable limit for the type of goods or services being purchased as set forth in Article 1 *supra*.

E. "**Professional services**", consistent with its definition in Section 4.1, 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.

F. ***“Nonprofessional services”***, consistent with its definition in Section 4.1, means any services not specifically identified as professional services in the definition of professional services.

G. The “estimated cost” of a contract shall be according to a single purchase order, not the annual total for a particular vendor. However, unit orders shall not be split in order to reduce the invoice total.

H. A “quotation” may be either written or oral. A supplier's current price list may serve the same purpose as obtaining a quote. It is the responsibility of the employee receiving an oral quote to document thoroughly the price and good or service provided.

4.4.5. Small Procurement Methods

A. **One quotation.** Purchases where the estimated cost of goods, professional services, or nonprofessional services does not exceed \$5,000 may be made upon receipt of a written or oral quote from one vendor.

1. The County shall seek additional quotations whenever there is reason to believe a materially better value could be found.
2. Where more than one quote has been obtained for goods or nonprofessional services, the County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.
3. Where more than one quote has been obtained for professional services, the County shall negotiate with the vendor determined to be the most qualified, responsible and suitable; cost shall not be the sole determining factor. If a satisfactory contract cannot be negotiated with such vendor, negotiations shall then be undertaken with the second most qualified, responsible and suitable vendor, and so on until a satisfactory contract is agreed upon.

B. Two Quotations

1. Purchases where the estimated cost of goods, professional services, or nonprofessional services exceeds \$5,000 but does not exceed \$30,000 may be made upon receipt of written or oral quotes from two vendors, subject to the provisions of Section 4.4.3(J) above.

2. For goods and nonprofessional services, the County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.
3. For professional services, the County shall negotiate with the vendor determined to be the most qualified, responsible and suitable; cost shall not be the sole determining factor. If a satisfactory contract cannot be negotiated with such vendor, negotiations shall then be undertaken with the second most qualified, responsible and suitable vendor, and so on until a satisfactory contract is agreed upon.

C. Three Written Quotations

1. Purchases where the estimated cost of goods, professional services, or nonprofessional services exceeds \$30,000 but does not exceed \$60,000 may be made upon receipt of written quotes from three vendors, subject to the provisions of Section 4.4.3(J) above.
2. For goods and nonprofessional services, the County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.
3. For professional services, the County shall negotiate with the vendor determined to be the most qualified, responsible and suitable; cost shall not be the sole determining factor. If a satisfactory contract cannot be negotiated with such vendor, negotiations shall then be undertaken with the second most qualified, responsible and suitable vendor, and so on until a satisfactory contract is agreed upon.
4. Notwithstanding the foregoing, small purchases of transportation-related construction may only be used when the estimated aggregate cost or sum of all phases is not expected to exceed \$25,000.00.

D. Four Written Quotations

1. Purchases where the estimated cost of goods, professional services, or nonprofessional services exceeds \$60,000 but does not exceed \$100,000 (~~\$200,000 for vehicle purchases~~) may be made upon receipt of written quotes from four vendors, subject to the provisions of Section 4.4.3(J) above. Notwithstanding the foregoing, small purchases of professional services may not exceed the limit of \$80,000 as set forth in section 4.4.1.
2. Written informal solicitation of a minimum of four bidders or offerors shall be required.

3. For goods and nonprofessional services, the County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.
4. For professional services, the County shall negotiate with the vendor determined to be the most qualified, responsible and suitable; cost shall not be the sole determining factor. If a satisfactory contract cannot be negotiated with such vendor, negotiations shall then be undertaken with the second most qualified, responsible and suitable vendor, and so on until a satisfactory contract is agreed upon.
5. Notwithstanding the foregoing, small purchases of transportation-related construction may only be used when the estimated aggregate cost or sum of all phases is not expected to exceed \$25,000.00

4.4.6. Exceptions to Competitive Requirements. Fluvanna County has determined that competition normally is either not practicable or available for small purchases of the following goods or services which, accordingly, may be purchased without receipt of quotes from additional vendors:

- A. Books, pre-printed materials, reprints and subscriptions (e.g., print or electronic), pre-recorded audio and video cassettes and slide presentations when only available from the publisher/producer;
- B. Any items purchased on state contract;
- C. Academic/research consulting services;
- D. Honoraria, entertainment (speakers, lecturers, musicians, etc.);
- E. Royalties and film rentals when only available from producer or protected distributors;
- F. Membership dues;
- G. Advertisements such as in newspapers, magazines, journals, radio, television, etc.; and
- H. Utility charges.

4.4.7. Contract Requirements

- A. Every purchase under these Small Purchasing Procedures for ~~\$10,000~~ or more ~~than~~ ~~\$3,000~~ must be in the form of a formal written contract approved as to form and include and

incorporate by reference the General Terms, Conditions and Instructions to Bidders and Contractors attached to the Policy as Appendix 1. A formal written contract can be used for purchases under \$10,000 at the County Purchasing Agent's discretion. It is recommended, but not required, that for purchases of more than \$500 but less than \$10,000 under this policy that the attached Small Purchase Order Form, see Attachment A, be used to document the small purchasing agreement.

B. All small purchases made hereunder shall be subject to the provisions of paragraph 48 of the General Terms, Conditions and Instructions to Bidders and Contractors attached to the Policy as Appendix 1.

Adopted: Board of Supervisors, November 20, 2002

Amended to include procurement of professional services: February 18, 2004

Amended to include compliance with immigration law provision: October 1, 2008

Amended to increase professional services threshold to \$50,000 in compliance with §2.2-4303 (H) of the Code of Virginia: September 16, 2009.

Amended to be incorporated into the County's Procurement Policies and Procedures: April 3, 2013.

Amended to allow one quote for Small Cooperative Procurements September 20, 2017.

Amended to increase threshold limits and to address other changes in the Virginia Public Procurement Act July 7, 2021.

Amended to address difficulties in purchasing vehicles and contract requirement on April 5, 2023.

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Attachment A
Small Purchase Order Form

***(FOR SMALL PURCHASES OF LESS THAN \$10,000.00. ORDER SPLITTING NOT PERMITTED.)**

This **Small Purchase Order Form** (the "**Form**") dated the _____ day of _____, 20____ (the "Effective Date") is between **Vendor** and **Fluvanna County ("County")**, a political subdivision of the Commonwealth of Virginia, and sets forth the terms and conditions for Vendor's provision of those Products and/or Services to the County which are briefly described as:

_____. Any quote, description, specifications or proposal for the Products and/or Services is incorporated by reference as a material part hereof ("Documentation"). The Products and Services described in the Proposal are being purchased by the County pursuant to its small procurement policy procurement. NOW THEREFORE, the parties hereby agree as follows:

- 1. PRODUCTS AND/OR SERVICES.** The recitations above are incorporated herein by reference. The Vendor agrees that the Products and/or Services shall meet or exceed: (i) all applicable industry standards; (ii) all requirements and provisions of this Form and the Documentation; (iii) all requirements of the County's General Terms, Conditions and Instructions to Bidders and Contractors available at: https://www.fluvannacounty.org/sites/default/files/fileattachments/finance_department/page/1481/general-terms-and-conditions.pdf, which are incorporated herein by reference as a material part of this Agreement; and (iv) all requirements of Applicable Law. **The Vendor has reviewed and agrees to the County's General Terms:** _____ [Initial].
- 2.** The Products and Services include specifically, without limitation, evidence of ownership such as title or MSO as applicable and any related manuals, warranties, manufacturer warranties, customer support, etc.
- 3.** The total cost of the Products and/or Services shall not exceed: \$ _____; payable after delivery of the Products and Services to the County and inspection by the County for conformance with this Contract.
- 4.** The Products and/or Services shall be completed/delivered no later than: _____.
- 5.** This Form may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Form. This Form may be executed in duplicate originals, any of which shall be equally authentic.

Witness Vendor's duly authorized signature and seal:

Vendor Information:

Name: _____	Vendor Signature: _____
EIN: _____	By: _____ (SEAL)
SCC ID: _____	
Address: _____	Print Name: _____

Email: _____	Print Title: _____
Telephone: _____	
Facsimile: _____	Date Signed: _____

County Information:

County Signature:

Fluvanna County	By: _____
P.O. Box 540	
Palmyra, VA 22963	Date: _____
434-591-1910	
Issuing Department/Contact: _____	

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04. PROCUREMENT POLICIES AND PROCEDURES

4.4. Small Purchasing Procedures

BOS Approved Amendment – [insert date adopted by Board]

4.4.1. Authorization. The Virginia Public Procurement Act, Virginia Code Section 2.2-4300 *et seq.*, (Hereinafter referred to as the “VPPA”) permits a locality to establish written small purchase procedures for single or term purchases from non-governmental contractors that do not require competitive sealed bids or competitive negotiation, on the condition that such procedures provide for competition wherever practicable. See Virginia Code Section 2.2-4303(G). The following small purchase procedures have been established by the Board of Supervisors of Fluvanna County for use by the County when acquiring (1) materials, supplies, equipment, printing, or other goods and non-professional services from non-governmental contractors where the estimated cost is less than or equal to \$100,000, (2) professional services through single or term contracts if the aggregate or the sum of all phases is not expected to exceed \$80,000, and (3) specifically for vehicles such as a car truck or van where the estimated cost is less than or equal to \$200,000. Notwithstanding the foregoing, small purchasing procedures for any transportation-related construction may only be used when the estimated aggregate cost or sum of all phases is not expected to exceed \$25,000.00. In general, the objective of this policy shall be to provide the County and its taxpayers with the best value possible – reflecting high quality and best price – through efficient and effective use of the competitive market.

4.4.2. Authority of Purchasing Agent. The “Purchasing Agent”, who is the County Administrator, has responsibility and authority for negotiating, placing and when necessary, modifying every Solicitation, Contract and purchase order issued by the County under the County’s Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County’s Small Purchasing Procedures.

4.4.3. General Policies

- A. The procedures established in this Section are intended to provide for competition wherever practicable and shall be applied to further this intent.
- B. The County may choose to require more formal bidding procedures or more stringent requirements in addition to or in lieu of the methods provided in these procedures. Reasons for imposing such requirements may include, but shall not be limited to, (1) a belief that a more competitive price could be obtained or (2) to comply with more stringent funding source procurement requirements.
- C. The County shall not procure goods or services in a piecemeal manner, split procurement into multiple parts, or request that the selected vendor invoice the County at intervals for the purpose of reducing the estimated cost of the procurement below the applicable limit for the

type of goods or services being purchased as set forth in section 4.4.1 *supra*. Order splitting with the intent of keeping a small purchase under the maximum dollar amounts prescribed in section 4.4.1 is prohibited.

- D. The receipt of written quotations is preferred.
- E. All oral quotes must be documented by the employee receiving said quote. A standard County form shall be available for this purpose.
- F. When practicable, the County shall inquire about available discounts.
- G. The County may, but shall not be required to, follow the methods provided in these procedures for procurements of goods or services which are exempt from requirements of competition under the VPPA.
- H. Where the estimated cost exceeds the limit for the type of goods or services being purchased as set forth in section 4.4.1 *supra*, then the County shall follow the applicable provisions of the VPPA and the County's Procurement Policies and Procedures (the "Policy").
- I. In the event that the required number of quotes cannot be obtained, the purchaser must document either that there are no other vendors available to provide the good or perform the service (single source determination), or that a reasonable effort was made to contact other vendors with no response. Documentation of such reasonable effort to contact vendors should include copies of fax confirmation sheets or letters requesting the quote and confirmation from the purchaser that no response was received. A standard County form may be available for this purpose.
- J. Consistent with Section 4.1.4 of the County's Procurement Procedures, when applicable under the VPPA, the County may make use of existing contracts in other localities for the purchase of similar goods and services as a small cooperative procurement in accordance with this policy and Virginia Code Section 2.2-4304 ("Small Cooperative Procurement"). The contract price in any one (1) Small Cooperative Procurement contract shall satisfy any quotation requirements of this policy.
- K. A contract may include provisions for modification of the contract during performance, but no contract price may be increased such that the total contract price would be more than applicable limit for the type of goods or services being purchased as set forth in section 4.4.1 *supra*, without the advance written approval of the Board of Supervisors of Fluvanna County (the "Board"). 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 quote or offer.
- L. In the solicitation or awarding of contracts, the County shall not discriminate against an offeror because of race, religion, color, sex, national origin, age, marital status, sexual

orientation, gender identity, status as a service-disabled veteran, disability, or any other basis prohibited by state law relating to discrimination in employment.

- M. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Small Business and Supplier Diversity.
- N. Whenever Solicitations are made, the County shall include and incorporated by reference the General Terms, Conditions and Instructions to Bidders and Contractors, attached to the Policy as Appendix 1, as may be amended, modified, or replaced by the Board from time to time.
- O. The County encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions
- P. **Compliance with Immigration Law.** Pursuant to § 2.2-4311.1. of the Code of Virginia, the Contractor does not, and shall not during the performance of a Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986. (BOS action Oct. 1, 2008).
- Q. Compliance with the Uniform State Building Code is required for all small purchases and cannot be waived.

4.4.4. Definitions

- A. The County of Fluvanna Procurement Policies and Procedures, being the statement of purpose, Sections 4.1 to 4.7 inclusive, and Appendix I, are referred to throughout as the “Policy”.
- B. The definitions of the “Policy” as stated in Section 4.1 apply to the entire Policy, but for clarity are specifically incorporated to this Section 4.4 by reference.
- C. The term “contracts” previously defined in Section 4.1 shall be expanded to also include any decisions to purchase a good or service made in compliance with the procedures outlined in this Section 4.4, with or without a formal written contract, including documentation.
- D. “Small purchases” are single or term contracts for goods or services where the estimated sum or aggregate of all phases does not exceed the applicable limit for the type of goods or services being purchased as set forth in Article 1 *supra*.
- E. **“Professional services”**, consistent with its definition in Section 4.1, 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.

F. ***“Nonprofessional services”***, consistent with its definition in Section 4.1, means any services not specifically identified as professional services in the definition of professional services.

G. The “estimated cost” of a contract shall be according to a single purchase order, not the annual total for a particular vendor. However, unit orders shall not be split in order to reduce the invoice total.

H. A “quotation” may be either written or oral. A supplier's current price list may serve the same purpose as obtaining a quote. It is the responsibility of the employee receiving an oral quote to document thoroughly the price and good or service provided.

4.4.5. Small Procurement Methods

A. One quotation. Purchases where the estimated cost of goods, professional services, or nonprofessional services does not exceed \$5,000 may be made upon receipt of a written or oral quote from one vendor.

1. The County shall seek additional quotations whenever there is reason to believe a materially better value could be found.
2. Where more than one quote has been obtained for goods or nonprofessional services, the County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.
3. Where more than one quote has been obtained for professional services, the County shall negotiate with the vendor determined to be the most qualified, responsible and suitable; cost shall not be the sole determining factor. If a satisfactory contract cannot be negotiated with such vendor, negotiations shall then be undertaken with the second most qualified, responsible and suitable vendor, and so on until a satisfactory contract is agreed upon.

B. Two Quotations

1. Purchases where the estimated cost of goods, professional services, or nonprofessional services exceeds \$5,000 but does not exceed \$30,000 may be made upon receipt of written or oral quotes from two vendors, subject to the provisions of Section 4.4.3(J) above.
2. For goods and nonprofessional services, the County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small

Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.

3. For professional services, the County shall negotiate with the vendor determined to be the most qualified, responsible and suitable; cost shall not be the sole determining factor. If a satisfactory contract cannot be negotiated with such vendor, negotiations shall then be undertaken with the second most qualified, responsible and suitable vendor, and so on until a satisfactory contract is agreed upon.

C. Three Written Quotations

1. Purchases where the estimated cost of goods, professional services, or nonprofessional services exceeds \$30,000 but does not exceed \$60,000 may be made upon receipt of written quotes from three vendors, subject to the provisions of Section 4.4.3(J) above.
2. For goods and nonprofessional services, the County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.
3. For professional services, the County shall negotiate with the vendor determined to be the most qualified, responsible and suitable; cost shall not be the sole determining factor. If a satisfactory contract cannot be negotiated with such vendor, negotiations shall then be undertaken with the second most qualified, responsible and suitable vendor, and so on until a satisfactory contract is agreed upon.
4. Notwithstanding the foregoing, small purchases of transportation-related construction may only be used when the estimated aggregate cost or sum of all phases is not expected to exceed \$25,000.00.

D. Four Written Quotations

1. Purchases where the estimated cost of goods, professional services, or nonprofessional services exceeds \$60,000 but does not exceed \$100,000 (\$200,000 for vehicle purchases) may be made upon receipt of written quotes from four vendors, subject to the provisions of Section 4.4.3(J) above. Notwithstanding the foregoing, small purchases of professional services may not exceed the limit of \$80,000 as set forth in section 4.4.1.
2. Written informal solicitation of a minimum of four bidders or offerors shall be required.
3. For goods and nonprofessional services, the County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small

Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.

4. For professional services, the County shall negotiate with the vendor determined to be the most qualified, responsible and suitable; cost shall not be the sole determining factor. If a satisfactory contract cannot be negotiated with such vendor, negotiations shall then be undertaken with the second most qualified, responsible and suitable vendor, and so on until a satisfactory contract is agreed upon.
5. Notwithstanding the foregoing, small purchases of transportation-related construction may only be used when the estimated aggregate cost or sum of all phases is not expected to exceed \$25,000.00

4.4.6. Exceptions to Competitive Requirements. Fluvanna County has determined that competition normally is either not practicable or available for small purchases of the following goods or services which, accordingly, may be purchased without receipt of quotes from additional vendors:

- A. Books, pre-printed materials, reprints and subscriptions (e.g., print or electronic), pre-recorded audio and video cassettes and slide presentations when only available from the publisher/producer;
- B. Any items purchased on state contract;
- C. Academic/research consulting services;
- D. Honoraria, entertainment (speakers, lecturers, musicians, etc.);
- E. Royalties and film rentals when only available from producer or protected distributors;
- F. Membership dues;
- G. Advertisements such as in newspapers, magazines, journals, radio, television, etc.; and
- H. Utility charges.

4.4.7. Contract Requirements

- A. Every purchase under these Small Purchasing Procedures for \$10,000 or more must be in the form of a formal written contract approved as to form and include and incorporate by reference the General Terms, Conditions and Instructions to Bidders and Contractors attached to the Policy as Appendix 1. A formal written contract can be used for purchases under \$10,000 at the County Purchasing Agent's discretion. It is recommended, but not required, that for

purchases of more than \$500 but less than \$10,000 under this policy that the attached Small Purchase Order Form, see Attachment A, be used to document the small purchasing agreement.

B. All small purchases made hereunder shall be subject to the provisions of paragraph 48 of the General Terms, Conditions and Instructions to Bidders and Contractors attached to the Policy as Appendix 1.

Adopted: Board of Supervisors, November 20, 2002

Amended to include procurement of professional services: February 18, 2004

Amended to include compliance with immigration law provision: October 1, 2008

Amended to increase professional services threshold to \$50,000 in compliance with §2.2-4303 (H) of the Code of Virginia: September 16, 2009.

Amended to be incorporated into the County's Procurement Policies and Procedures: April 3, 2013.

Amended to allow one quote for Small Cooperative Procurements September 20, 2017.

Amended to increase threshold limits and to address other changes in the Virginia Public Procurement Act July 7, 2021.

Amended to address difficulties in purchasing vehicles and contract requirement on April 5, 2023.

Attachment A

Small Purchase Order Form***(FOR SMALL PURCHASES OF LESS THAN \$10,000.00. ORDER SPLITTING NOT PERMITTED.)**

This **Small Purchase Order Form** (the "**Form**") dated the ____ day of _____, 20____ (the "Effective Date") is between **Vendor** and **Fluvanna County** ("**County**"), a political subdivision of the Commonwealth of Virginia, and sets forth the terms and conditions for Vendor's provision of those Products and/or Services to the County which are briefly described as:_____

_____. Any quote, description, specifications or proposal for the Products and/or Services is incorporated by reference as a material part hereof ("Documentation"). The Products and Services described in the Proposal are being purchased by the County pursuant to its small procurement policy procurement. NOW THEREFORE, the parties hereby agree as follows:

- 1. PRODUCTS AND/OR SERVICES.** The recitations above are incorporated herein by reference. The Vendor agrees that the Products and/or Services shall meet or exceed: (i) all applicable industry standards; (ii) all requirements and provisions of this Form and the Documentation; (iii) all requirements of the County's General Terms, Conditions and Instructions to Bidders and Contractors available at: https://www.fluvannacounty.org/sites/default/files/fileattachments/finance_department/page/1481/general-terms-and-conditions.pdf, which are incorporated herein by reference as a material part of this Agreement; and (iv) all requirements of Applicable Law. **The Vendor has reviewed and agrees to the County's General Terms:** _____[Initial].
- 2.** The Products and Services include specifically, without limitation, evidence of ownership such as title or MSO as applicable and any related manuals, warranties, manufacturer warranties, customer support, etc.
- 3.** The total cost of the Products and/or Services shall not exceed: \$_____; payable after delivery of the Products and Services to the County and inspection by the County for conformance with this Contract.
- 4.** The Products and/or Services shall be completed/delivered no later than: _____.
- 5.** This Form may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Form. This Form may be executed in duplicate originals, any of which shall be equally authentic.

Witness Vendor's duly authorized signature and seal:**Vendor Information:**

Name: _____

EIN: _____

SCC ID: _____

Address: _____

Email: _____

Telephone: _____

Facsimile: _____

Vendor Signature:

By: _____ (SEAL)

Print Name: _____

Print Title: _____

Date Signed: _____

County Information:

Fluvanna County

P.O. Box 540

Palmyra, VA 22963

434-591-1910

Issuing Department/Contact: _____

County Signature:

By: _____

Date: _____

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB D

MEETING DATE:	April 5, 2023				
AGENDA TITLE:	JPMorgan Chase Bank Debt Proceeds Projects				
MOTION(s):	<p><u>Motion #1:</u> I move the Board of Supervisors approve a budget transfer of FY22 CIP debt proceeds in the amount \$93,000 from the Public Works Equipment Storage Building CIP to the Sheriff's Office Vehicle budget CIP.</p> <p><u>Motion #2 (only needed if #1 above approved):</u> I move the Board of Supervisors approve a supplemental appropriation of \$8,000 for the Sheriff's Vehicle CIP budget, with such funds to come from earned interest on the JPMorgan Chase Bank</p>				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<p>As part of the JPMorgan Chase Bank debt financing that closed over a year ago, \$93,000 was included for the Public Works Major Equipment Storage Building. With price escalations on the project, that amount was not enough to start and complete the project, therefore, Public Works requested an additional \$100,000 in the FY24 CIP.</p> <p>Although the JPMorgan financing has an excellent interest rate at 1.37%, the 18 month spend down period requirement for the funds is becoming challenging in the world today with supply chain issues, cost escalations and other factors. With these factors, it is not possible to complete the Public Works Equipment Storage Building in the allotted time. Any unspent proceeds by August 3, 2023 would be returned and be considered a prepayment on the financing. With this, I am requesting to make a few CIP funding changes.</p> <ol style="list-style-type: none"> 1. Transfer the \$93,000 debt proceeds approved in the FY22 CIP for the Public Works Equipment Storage Building to the Sheriff's Office Vehicle CIP to purchase 2 vehicles. After conversations with the Sheriff's Office, these purchases can be completed by August 3, 2023. To purchase 2 vehicles and outfit them with equipment, the Sheriff's Office needs \$101,000. The additional \$8,000 increase would come from the interest earned on the unspent proceeds. 				

	2. In the current FY24 CIP Budget, decrease the Sheriff's Office vehicle funding amount by \$101,000 and increase the Public Works Equipment Storage Building by \$93,000. No formal action is required for this item now. If the Board approves #1 above, I would bring this item up for change during the FY24 budget work sessions.				
FISCAL IMPACT:	The General Fund would not be needed for this request, the increased \$8,000 is from the interest earned on the debt proceeds and generally needs to be spent on the allocated projects for the debt proceeds.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			X

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB E

MEETING DATE:	April 5, 2023				
AGENDA TITLE:	Pleasant Grove Park Athletic Field Lighting FY22 CIP				
MOTION(s):	<p><u>Motion #1:</u> I move the Board of Supervisors approve as of April 5, 2023, the Purchase Order under Contract No. UCPJMU6542 and Participation Agreement between Musco Sports Lighting, LLC and Fluvanna County for the following [select all applicable]:</p> <ul style="list-style-type: none"> A. Soccer Field Lighting Project for \$618,412.00 as a cooperative purchase B. Softball Field Lighting Project – for \$175,578.00 as a cooperative purchase C. Parking Lot Lighting Project for \$50,000.00 as a sole source purchase as only one source was practically available <p>for lighting at Pleasant Grove Park for a total amount of [\$668,412 or \$843,990] and further authorize the County Administrator to execute the purchase order and agreement for all of the projects selected subject to approval as to form by the County Attorney.</p> <p><u>Motion #2 (Needed If A, B and C Are Selected Above):</u> I move the Board of Supervisors approve a supplemental appropriation of \$108,990 from Unassigned Fund Balance for the FY22 CIP for the Pleasant Grove Athletic Field Lighting project.</p>				
BOS GOALS?	Yes X	No	If yes, which goal(s):		D5
AGENDA CATEGORY:	Public Hearing	Action Matter X	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Aaron Spitzer, Director of Parks and Recreation				
PRESENTER(S):	Aaron Spitzer, Director of Parks and Recreation				
RECOMMENDATION:	Recommend A, B and C under Motion #1 and Motion #2.				
TIMING:	Current				
DISCUSSION:	<p>After approval from FY22 CIP budget, staff started working to get quotes for lights for the athletic fields at Pleasant Grove Park. MUSCO Lighting was determined to be the company to be able to do the job while being able to use a state contract. MUSCO also put in the lights currently at Carysbrook softball field. However, due to timing of the project, inflation has pushed the quote to light the athletic fields above the \$685,000 that was approved in the FY22 CIP budget. Currently, there is only enough funding to complete the Soccer Field Lighting at \$618,412. The total now complete the Soccer Field Lighting and Softball Field Lighting is \$793,990.</p> <p>Coinciding with this project, the Board of Supervisors approved acceptance of donated lights from UVA and approved an additional \$50,000 on June 6, 2022 for the installation of the donated lights for the parking area near the athletic fields. The</p>				

	<p>Parking Lot project is a sole source project for which MUSCO Sports Lighting, LLC is the only practicable source because only the proprietary precast bases can support the Donated Lights such that they are structurally sound and as further set forth in Exhibit 3 to the Purchase Order.</p> <p>The MUSCO state contract from James Madison University / VASCUPP came in at \$843,990 to do the total project, which is \$108,990 more than currently budgeted.</p> <p>Approval would open opportunities for youth athletic teams to practice and play longer in the shorter light seasons. This will also allow for the possibility of adult sports programs on these fields later in the evenings.</p>				
FISCAL IMPACT:	If A, B and C are approved, therefore approving needing approval of Motion #2, this would increase the total PG Park Athletic Field Lighting project budget from \$735,000 to \$843,990. Approval to complete the entire project would reduce Unassigned Fund Balance by \$108,990.				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	<ul style="list-style-type: none"> A. PowerPoint Presentation B. Purchase Order under Contract No. UCPJMU6542 and Participation Agreement proposed between Fluvanna County and Musco Sports Lighting, LLC C. Exhibit 1: Commonwealth of Virginia Standard Contract No. UCPJMU6542 between James Madison University ("JMU") and Musco Sports Lighting, LLC, ("Musco") dated February 8, 2023, which includes MUSCO's Proposal dated December 27, 2022, and the Negotiations Summary dated February 8, 2023 (the "Cooperative Agreement"); D. Exhibit 2: JMU Request for Proposal #MPM-1172 "Theatrical, Athletic Field, & Specialty Lighting" issued December 9, 2022, including all suffixes, exhibits, attachments and amendments thereto (the "Solicitation"); E. Exhibit 3: Sole Source Letter from Musco dated March 23, 2023 (the "Sole Source Letter"); F. Exhibit 4: Proposal Letter from Musco dated March 23, 2023 (the "Proposal"); G. Exhibit 5: Fluvanna County's General Terms, Conditions and Instructions to Bidders and Contractors (the "County's General Terms"); and H. Exhibit 6: Vendor Data Sheet, Proof of Authority to Transact Business in Virginia, Certificate of No Collusion, and Offeror Statement (collectively the "Vendor Forms" executed by Musco). 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		COAD

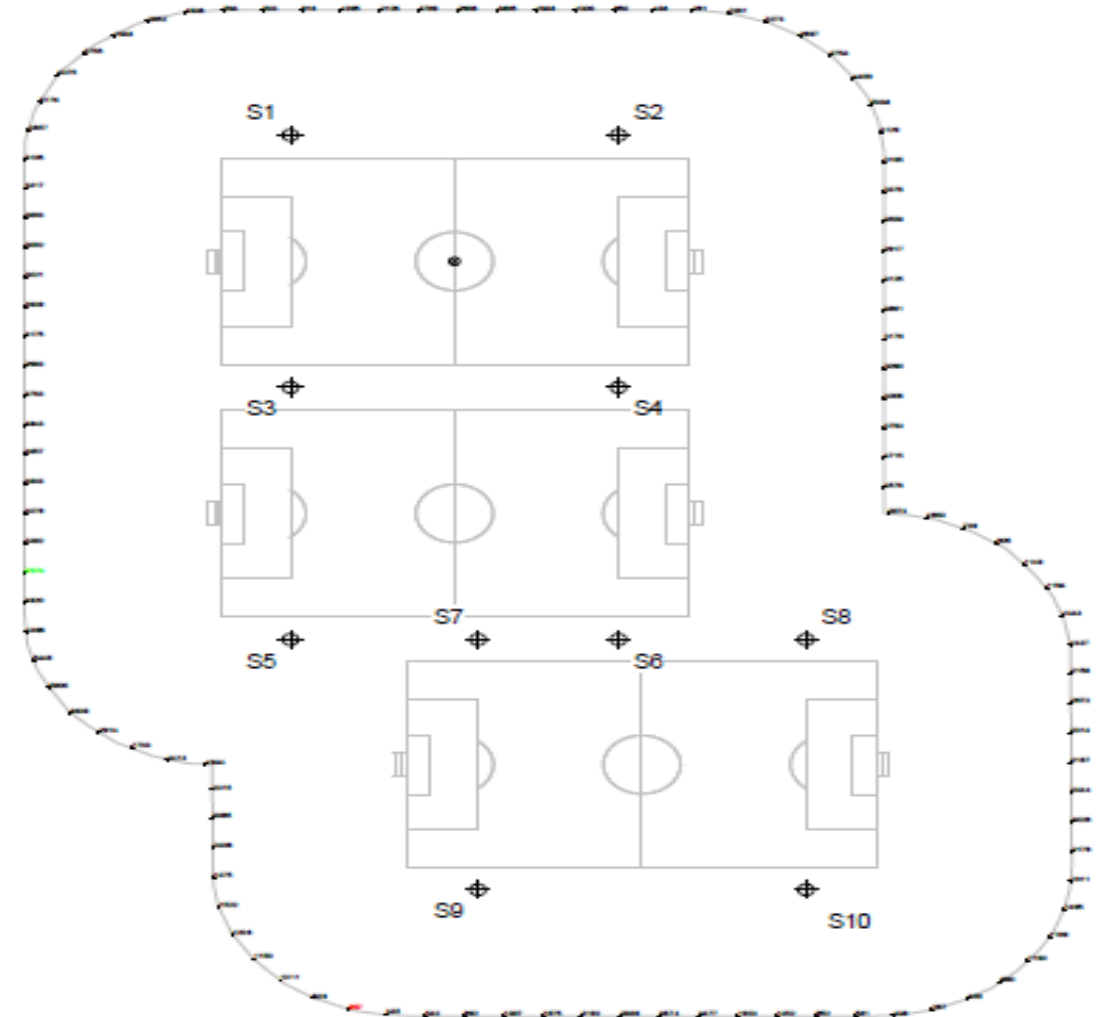


FY22 CIP UPDATE: PLEASANT GROVE PARK ATHLETIC FIELDS LIGHTS

Aaron Spitzer
Director, Parks and Recreation

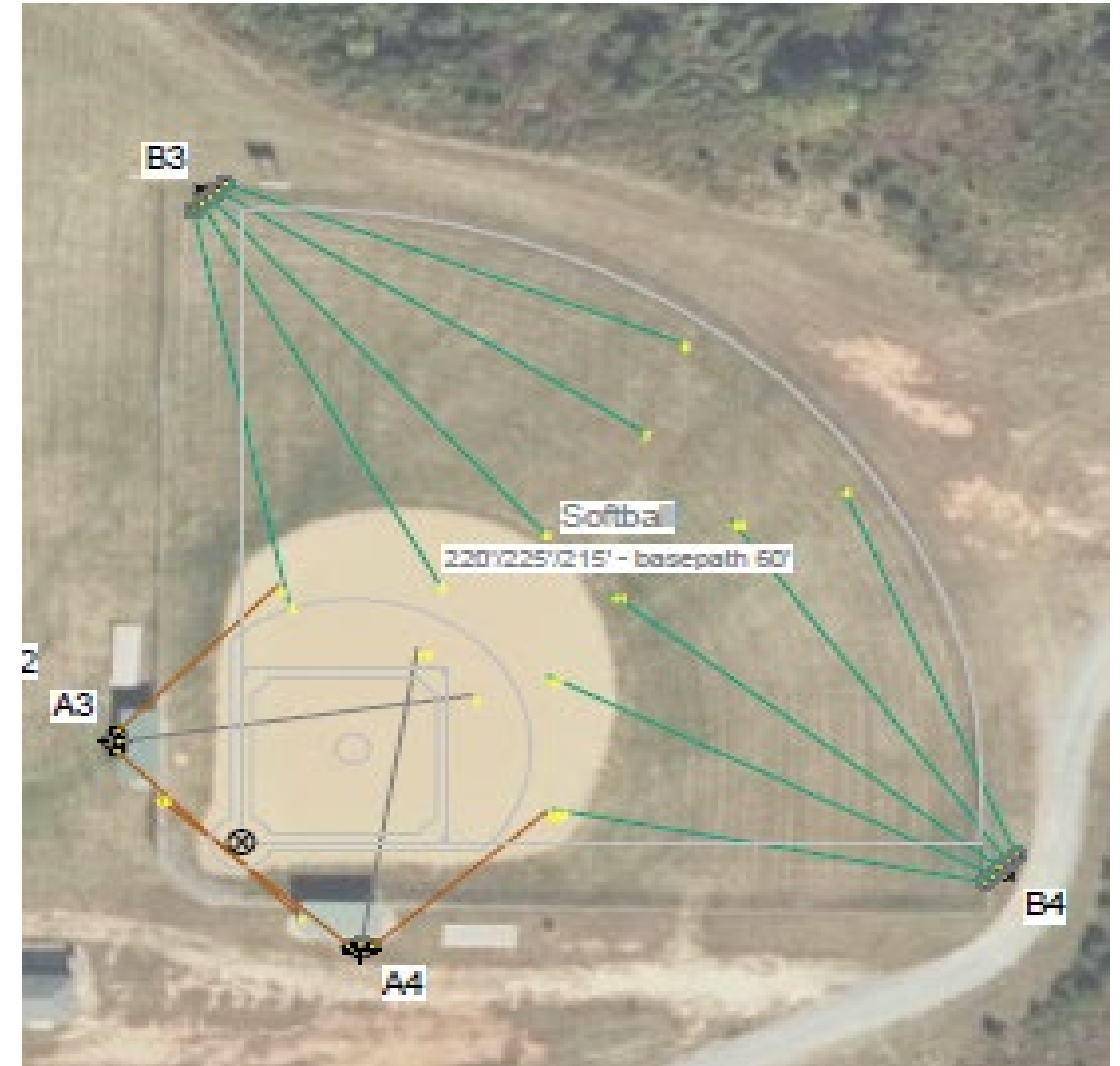
PG SOCCER FIELDS LIGHTING INFORMATION

- **Soccer fields lighting area.**
 - 10 light poles needed to light all fields.
- **VASCUPP Contract quoted cost.**
 - MUSCO is the company utilizing the contract.
 - Total Materials and Installation cost \$618,412.



PG SOFTBALL FIELD LIGHTING INFORMATION

- **Softball field lighting area.**
 - 5 light poles needed to light all fields.
- **VASCUPP Contract quoted cost.**
 - MUSCO is the company utilizing the contract.
 - Total Materials and Installation cost \$175,578.



PG SOCCER FIELD PARKING LOT LIGHTING INFORMATION

- **Soccer field parking lot lighting area.**
 - 2 light poles needed to light both areas.
 - BOS approved \$50,000 for this project on June 6, 2022.
- **VASCUPP Contract quoted cost.**
 - MUSCO is the company utilizing the contract.
 - Total Materials and Installation cost \$50,000.



DISCUSSION ON LIGHTING APPROVAL

- Approved in the FY'22 CIP budget was \$685,000 to put in lights at the athletic fields at Pleasant Grove Park.
- After the approval, I started working with MUSCO Lighting to get a quote for the light installation.
- MUSCO used a VASCUPP contract from JMU to price the materials and installation for the lights. The quote came in above the CIP approved amount by \$108,990.
- Does the BOS want to only use the money approved and do the soccer fields or use an additional \$108,990 from the **Fund Balance** to complete the proposed project, lighting all soccer fields and the softball field at Pleasant Grove Park.

QUESTIONS?

Purchase Order under Contract No. UCPJMU6542 and Participation Agreement

This **Purchase Order under Contract No. UCPJMU6542 and Participation Agreement** (together with all attachments and exhibits referenced herein, the “**Agreement**”), dated this ____ day of April, 2023, made and entered into by and between Musco Sports Lighting, LLC, an Iowa limited liability company, authorized to transact business in Virginia, (“**Musco**”), and Fluvanna County, a political subdivision of the Commonwealth of Virginia (“**County**”) is effective as of the date the County signs this Agreement.

1. **Definitions.** The words below when used in this Agreement are defined as follows:

- a. “**Specifications**” means all of the general and particular specifications, warranties, technical specifications, training, manuals, and testing requirements for the Products and Services contained in this Agreement, the Proposal for the Products and Services being provided to County under this Agreement and Specifications shall include all provisions and requirements under the Cooperative Agreement and the County’s General Terms.
 - b. “**Products and Services**” means the lighting and any associated equipment and/or accessories furnished to the County and the delivery and installation thereof at the County sites described herein by Musco and as set forth in the Proposal and consistent with all requirements of the Proposal, Cooperative Procurement and the Specifications, as more specifically described in this Agreement
- LIMITED TO THE PROJECTS CHECKED BELOW:**

- i ☐ **Soccer 1-3 Quotation price** – Materials Delivered to Job Site and Installation by Icon Electric – **total cost \$618,412.00 (the “Soccer Filed Lighting Project”);**
- ii ☐ **Softball Quotation Price** - Materials Delivered to Job Site and Installation by Icon Electric – **total cost \$175,578.00 (the “Softball Field Lighting Project”);**
- iii ☐ **Parking Lot Quotation Price** - Materials Delivered to Job Site and Installation by Icon Electric – **total cost \$50,000.00 (the “Parking Lot Lighting Project”)**

IF ALL 3 BOXES ABOVE ARE CHECKED THEN ALL OF THE PRODUCTS AND SERVICES SHOWN IN THE PROPOSAL ARE PURCHASED BY THE COUNTY AT A TOTAL COST OF \$843,990.00.

Projects above not checked are excluded from the Products and Services.

- c. “**Delivery**” means the date Musco makes physical possession of the products available to the County in Fluvanna County, Virginia at the following address: Pleasant Grove Park, 271 Pleasant Grove Dr, Palmyra, VA 22963, at the specific sites identified herein.
- d. “**Warranty**” means any and all warranties required under the (i) Cooperative Agreement, (ii) Proposal, and/or (iii) the County’s General Terms.

2. **Exhibits:** The following exhibits are attached hereto and incorporated herein as material provisions of this Agreement:

- a. **Exhibit 1:** Commonwealth of Virginia Standard Contract No. UCPJMU6542 between James Madison University (“JMU”) and Musco Sports Lighting, LLC, (“Musco”) dated February 8, 2023, which includes MUSCO’s Proposal dated December 27, 2022, and the Negotiations Summary dated February 8, 2023 (the “Cooperative Agreement”);
- b. **Exhibit 2:** JMU Request for Proposal #MPM-1172 “Theatrical, Athletic Field, & Specialty Lighting” issued December 9, 2022, including all suffixes, exhibits, attachments and amendments thereto (the “Solicitation”);
- c. **Exhibit 3:** Sole Source Letter from Musco dated March 23, 2023 (the “Sole Source Letter”);
- d. **Exhibit 4:** Proposal Letter from Musco dated March 23, 2023 (the “Proposal”);
- e. **Exhibit 5:** Fluvanna County’s General Terms, Conditions and Instructions to Bidders and Contractors (the “County’s General Terms”); and
- f. **Exhibit 6:** Vendor Data Sheet, Proof of Authority to Transact Business in Virginia, Certificate of No Collusion, and Offeror Statement (collectively the “Vendor Forms” executed by Musco).

Purchase Order under Contract No. UCPJMU6542 and Participation Agreement

3. Purpose. This Agreement sets forth the terms and conditions of Musco's sale of the Products and Services to the County.
4. Cooperative Procurement and Sole Source. Pursuant to the Virginia Public Procurement Act, the Products and Services, with the exception of the Products and Services for the Parking Lot Lighting Project, are being cooperatively procured off of the Cooperative Agreement. The applicable Products and Services must meet or exceed all requirements of the Cooperative Agreement and Musco must meet or exceed all requirements, provisions and terms of the Cooperative Agreement relating to the Products and Services to be provided thereunder. Notwithstanding any other provisions hereof, Musco represents and warrants that all pricing in this Agreement for the applicable Products and Services is consistent with or lower than the pricing set forth in the Cooperative Agreement and all applicable Products and Services purchased hereunder are available under the Cooperative Agreement. **Musco represents and warrants to County that: (i) all pricing offered to County is consistent with or less than the pricing under the Cooperative Agreement between Musco and JMU under the Solicitation; and (ii) further that as to the "Donated Lights", being those lights which were donated to the County for use in the Parking Lot Lighting Project, for installation of the Donated Lights this is a sole source procurement for those reasons set forth in the Sole Source Letter.** County is materially relying on such representations and warranties in executing this Agreement as a cooperative procurement pursuant to Virginia law.
5. Term of Agreement. This Agreement will become effective as soon as it is signed and approved by the County (the "**Effective Date**"). This Agreement shall continue in full force and effect until the Completion Date or until sooner terminated consistent with the provisions hereof. Notwithstanding the foregoing, all continuing guaranty and warranty provisions of this Agreement, including the Warranty, shall survive the Completion Date and shall continue for the specific warranty period until the applicable warranty period expires. Any and all provisions of this Agreement that by their terms are intended or implied to survive the Completion Date shall so survive.
6. Purchase and Payment. The County agrees to purchase the Products and Services (see Article 1(b) above for selected Projects) made pursuant to this Agreement, the Proposal and the Specifications, with such Products and Services being delivered, installed and completed so as to confirm with all requirements of this Agreement, the Proposal, the Cooperative Agreement and the County's General Terms, for the purchase prices of (only checked boxes below apply and become part of the Purchase Price):
 - a. ☐ **Soccer Filed Lighting Project** – SIX HUNDRED EIGHTEEN THOUSAND FOUR HUNDRED TWELVE and NO/100 DOLLARS (\$618,412.00);
 - b. ☐ **Softball Field Lighting Project** – ONE HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED SEVENTY-EIGHT and NO/100 DOLLARS (\$175,578.00);
 - c. ☐ **Parking Lot Lighting Project** – FIFTY THOUSAND and NO/100 DOLLARS (\$50,000.00).

NOTE: If all 3 boxes are checked in Article 1(b) then all of the products and services shown in the Proposal are purchased by the County at a total not to exceed cost of EIGHT HUNDRED FORTY-THREE THOUSAND NINE HUNDRED NINETY and NO/100 DOLLARS (\$843,990.00). Items not checked are not being purchased by the County as part of the Products and Services and the County shall not owe any amounts for those projects not purchased.

The total of all projects checked in Article 1b is the "**Purchase Price**". Prices are in U.S. funds. The Purchase Price may be invoiced by Musco as follows: equipment will be invoiced after delivery, and installation services will be invoiced monthly as the work progresses. The County shall have forty-five (45) days to pay such proper invoice; provided, however, that payment for all undisputed invoices shall be made on or before July 31, 2023. Notwithstanding the foregoing, five percent (5%) of the Purchase Price may be retained by the County and held until the Completion Date. Final payment shall be made

Purchase Order under Contract No. UCPJMU6542 and Participation Agreement

in accordance with Section 47 “Payment” of the County’s General Terms, and in no event shall Musco be finally paid prior to the Completion Date. The date that all Products and Services are delivered and are installed and fully operational and all services and work related to the Products and Services or necessary for completion of the Products and Services in full compliance with this Agreement and all requirements of this Agreement are satisfied, to the sole satisfaction of the County is the “**Completion Date**”.

7. Time for Performance. All of the Products and Services shall be delivered and installed by Musco in full compliance with this Agreement and all requirements of this Agreement satisfied on or before July 31, 2023. Musco must submit a written invoice to the County for payment to all of the following addresses: by mail to PO Box 540, Palmyra, VA 22963, and by email to khofmann@fluvannacounty.org, dallen@fluvannacounty.org, edahl@fluvannacounty.org and vmelton@fluvannacounty.org.

8. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Musco:

Musco Sports Lighting, LLC

100 1st Avenue West

Oskaloosa, IA 52577

Email: musco.contracts@musco.com

Phone: (800)-825-6030

Fax: (641) 672-1996

County:

Fluvanna County

Attn: Ms. Donna Allen, Purchasing Officer

132 Main Street

P.O. Box 540

Palmyra, VA 22963

Phone: (434) 591-1937

With a Copy to: Fluvanna Count Attorney

414 East Jefferson Street

Charlottesville, VA 22902

9. Standard Warranty. Any applicable warranties are set forth in the Musco Proposal and Warranty definition in Article 1 supra and are incorporated herein as if set out in the text of this Agreement.

10. Other Terms. The County’s General Terms are attached hereto as Exhibit 5 and incorporated herein by reference as a material part of this Agreement.

11. Financing. Notwithstanding any other provision of this Agreement, **the parties acknowledge and agree that County’s financing requires the Products and Services be delivered and paid for no later than July 31, 2023.**

12. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Products and Services. Additional or different terms proposed by the County shall not be applicable, unless accepted in writing by both parties in an amendment to this Agreement.

13. Conflict. Whenever possible the Agreement and exhibits shall be read together and the requirements of all of the same shall be met. In the event of a direct conflict between this Agreement and any exhibit hereto, the following shall be the order of precedence: (i) this Agreement; (ii) the Sole Source Letter; (iii) the County’s General Terms; (iv) the Cooperative Agreement; (v) the Proposal and (vi) the Solicitation.

Purchase Order under Contract No. UCPJMU6542 and Participation Agreement

For clarification, (i) would control over (ii) through (viii); (ii) would control over (iii) through (viii); and so forth.

[SIGNATURE PAGE TO FOLLOW.]

Purchase Order under Contract No. UCPJMU6542 and Participation Agreement

In witness hereof the undersigned duly authorized representatives have executed this Contract on the dates set forth beside their respective signatures:

Musco:
Musco Sports Lighting, LLC

County:
County of Fluvanna, a political subdivision of the Commonwealth of Virginia

By: _____	Date: _____	By: _____	Date: _____
Name: _____		Name: _____	
Title: _____		Title: _____	

APPROVED AS TO FORM:

 Fluvanna County Attorney, by Kristina M. Hofmann, Deputy Fluvanna County Attorney



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU6542

This contract entered into this 8th day of February 2023, by Musco Sports Lighting, LLC, hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

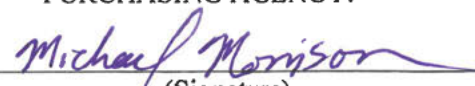
PERIOD OF PERFORMANCE: From February 19, 2023 through February 18, 2024 with 4 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal MPM-1172 dated December 9, 2022:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (3) The Contractor's Proposal dated December 27, 2022 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated February 8, 2023.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:
By: 
(Signature)
James M. Hansen
(Printed Name)

PURCHASING AGENCY:
By: 
(Signature)
Michael Morrison
(Printed Name)

Title: Secretary

Title: Buyer Senior

NEGOTIATION SUMMARY

MUSCO SPORTS LIGHTING, LLC

RFP# MPM-1172

2/8/2023

The Primary Point of Contact for this Contract is:

Amanda Hudnut
1-800-825-6030
musco.contracts@musco.com

PRICING SCHEDULE:

The following Labor, Other Fees, and Discounts sections represent the negotiated pricing for all represented items and should be reflected in all quotes and proposals for the University. No other fees or charges shall be acceptable.

See Attached Sheets.

James Madison University
RFP# MPM-1172
Theatrical, Athletic Field and Specialty Lighting

BOS2023-04-05 p.52/318

Manufacturer: Musco Sports Lighting, LLC

Address: 100 1st Ave West

City, State, Zip Code: Oskaloosa, IA 52577

Contact: Amanda Hudnut

Phone: 800-825-6030

Fax: 641-672-1996

Email: musco.contracts@musco.com

Pricing:

All prices are stated in USD. Lighting system pricing stated below includes lighting system materials, lighting design & consultant services and delivery within the Commonwealth of Virginia to the job site. Additional freight cost may be incurred outside of the Commonwealth of Virginia.

Terms: Net 30 days upon receiving a proper invoice

Light-Structure System™ with Total Light Control – TLC for LED™ technology includes poles, precast concrete bases, LED fixtures, luminaire assemblies, electrical component enclosures and wire harnesses.

Light-Structure System™ with Total Light Control – TLC for LED™ technology pricing includes a 25-year product assurance & warranty program and Control-Link® Control & Monitoring package.

Football Utilizing LED luminaires – Light-Structure System™

Football					
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
360' x 160'	50'	30 fc	\$182,792	50 fc	\$269,704
360' x 160'	80'	30 fc	\$218,368	50 fc	\$320,051
360' x 160'	100'	30 fc	\$251,287	50 fc	\$324,065
360' x 160'	120'	30 fc	\$251,803	50 fc	\$373,626

Soccer Utilizing LED luminaires – Light-Structure System™

Soccer					
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
330' x 195'	30'	30 fc	\$156,705	50 fc	\$231,820
360' x 210'	30'	30 fc	\$171,054	50 fc	\$264,562
360' x 225'	30'	30 fc	\$186,200	50 fc	\$313,155

James Madison University
RFP# MPM-1172
Theatrical, Athletic Field and Specialty Lighting

BOS2023-04-05 p.53/318

Baseball/Softball Utilizing LED luminaires – Light-Structure System™

Baseball/Softball					
Field Type	Field Size	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
		(Inf/Out)		(Inf/Out)	
60' Base Path	200'	30/20 fc	\$114,116	50/30 fc	\$154,009
60' Base Path	225'	30/20 fc	\$138,279	50/30 fc	\$165,098
60' Base Path	250'	30/20 fc	\$152,542	50/30 fc	\$190,046
60' Base Path	300'	30/20 fc	\$192,242	50/30 fc	\$234,100
60' Base Path	325'	30/20 fc	\$204,549	50/30 fc	\$260,508
90' Base Path	300'	50/30 fc	\$272,230	70/50 fc	\$366,583
90' Base Path	300'/325'/300'	50/30 fc	\$276,738	70/50 fc	\$376,393
90' Base Path	350'	50/30 fc	\$332,666	70/50 fc	\$454,080
90' Base Path	320'/360'/320'	50/30 fc	\$315,119	70/50 fc	\$433,750
90' Base Path	330'/400'/330'	50/30 fc	\$348,827	70/50 fc	\$528,994

Tennis Utilizing LED luminaires – Light-Structure System™

Tennis		
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
2	50 fc	\$71,704
3	50 fc	\$81,855
4	50 fc	\$106,590
6	50 fc	\$154,316

Basketball Outdoor Utilizing LED luminaires – Light-Structure System™

Basketball - Outdoor		
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
1	50 fc	\$60,533

Parking Lot Utilizing LED luminaires

Parking Lot - 10 year parts and labor warranty	
Light Level	Price per Square foot
1 fc	\$0.74/sq ft

RFP# MPM-1172

Theatrical, Athletic Field and Specialty Lighting

SportsCluster® System with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology includes LED fixtures, luminaire assemblies, electrical component enclosures and wire harnesses (does not include poles and precast concrete bases).

SportsCluster® System with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology pricing includes a 10-year product assurance & warranty program and Control-Link® Control & Monitoring package. The Constant 10™ warranty is contingent upon a site inspection.

Football Utilizing LED luminaires – SportsCluster® System

Football					
Field Size	Pole Setback	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
360' x 160'	50'	30 fc	\$139,852	50 fc	\$196,757
360' x 160'	80'	30 fc	\$154,973	50 fc	\$219,674
360' x 160'	100'	30 fc	\$155,297	50 fc	\$220,074
360' x 160'	120'	30 fc	\$155,948	50 fc	\$233,689

Soccer Utilizing LED luminaires – SportsCluster® System

Soccer					
Field Size	Pole Setback	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
330' x 195'	30'	30 fc	\$106,593	50 fc	\$166,777
360' x 210'	30'	30 fc	\$115,303	50 fc	\$188,810
360' x 225'	30'	30 fc	\$129,854	50 fc	\$209,970

Baseball/Softball Utilizing LED luminaires – SportsCluster® System

Baseball/Softball					
Field Type	Field Size	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
		(Inf/Out)		(Inf/Out)	
60' Base Path	200'	30/20 fc	\$76,110	50/30 fc	\$106,870
60' Base Path	225'	30/20 fc	\$88,691	50/30 fc	\$114,867
60' Base Path	250'	30/20 fc	\$94,752	50/30 fc	\$132,064
60' Base Path	300'	30/20 fc	\$130,950	50/30 fc	\$167,135
60' Base Path	325'	30/20 fc	\$139,660	50/30 fc	\$180,600
90' Base Path	300'	50/30 fc	\$188,656	70/50 fc	\$255,890
90' Base Path	300'/325'/300'	50/30 fc	\$192,284	70/50 fc	\$265,373
90' Base Path	350'	50/30 fc	\$225,426	70/50 fc	\$322,167
90' Base Path	320'/360'/320'	50/30 fc	\$214,708	70/50 fc	\$321,809
90' Base Path	330'/400'/330'	50/30 fc	\$230,627	70/50 fc	\$352,581

James Madison University
RFP# MPM-1172
Theatrical, Athletic Field and Specialty Lighting

BOS2023-04-05 p.55/318

Tennis Utilizing LED luminaires – SportsCluster® System

Tennis		
# Courts	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
2	50 fc	\$49,472
3	50 fc	\$52,685
4	50 fc	\$69,380
6	50 fc	\$102,912

Basketball Outdoor Utilizing LED luminaires – SportsCluster® System

Basketball - Outdoor		
# Courts	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
1	50 fc	\$40,029

Basketball Indoor Utilizing LED luminaires

Basketball - Indoor - 10 year parts and labor warranty		
# Courts	Light Level	Price for LED Materials
1 – 94' x 50'	75 fc	\$70,181

Arena Utilizing LED luminaries - SportsCluster® System

Arena				
	Seats	Fixture Mounting Heights	Light Level Horizontal and Vertical	Price for SportsCluster TLC-LED Materials
Hockey and/or Basketball Arena	<10,000	<80	75 fc - 100 fc	\$340,000
Hockey and/or Basketball Arena	10,000 - 15,000	<100	100 fc - 145 fc	\$398,000
Hockey and/or Basketball Arena	>15,000	>100	150 fc	\$794,000

Mini-Pitch System™ Modular Sports Solution

Mini-Pitch System™ - 10 year parts and labor warranty		
	Light Level	Price for TLC-LED Materials
40' x 84'	25 fc	\$80,000
50' x 104'	20 fc	\$85,000
60' x 120'	15 fc	\$90,000

James Madison University
RFP# MPM-1172
Theatrical, Athletic Field and Specialty Lighting

BOS2023-04-05 p.56/318

MuscoVision® Automated Sports Broadcasting

MuscoVision® - 5 year parts and labor warranty	
	Price for Materials per field
Diamond Field*	\$12,000
Rectangular Field/Court*	\$12,000

*750 hours of streaming included; additional hours available for purchase

Supplemental Items

Supplemental Items	
	Price for Materials
Control-Link® Retrofit (adapts to existing contactors - Control Module Only , (1) service up to 7 zones - Warranty is 10 years parts & labor	\$9,850
TLC for LED® RGBW Fixture	\$6,000
TLC for LED® RGB-U Fixture	\$6,000
Show-Light® entertainment services packages* (customized controls)	Call for quote
LED Egress Fixture	\$4,000
Pathway LED w/15' pole	\$6,000

*Musco is not responsible for obtaining or any cost associated with music licenses.

- A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Bidder reserves the right to supply upgraded technology provided it maintains on-field lighting performance and enhances benefit.
- B. The pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixture combinations are available and may add additional cost.
- C. The pricing is based on using 480v; other voltage options are available and may add additional cost.
- D. During the term of this contract if the Building Codes/Wind Speeds change, Bidder reserves the right to adjust pricing accordingly. Quote for bid based on structural code and wind speed of IBC 2018, 110mph, Exposure C. A change in building code and wind speed will have a direct effect on the bid price based on percentage increase. Alternate price for increasing building code in 10 mph increments (based from 110 mph): State in a value of % over base pricing for each field: 10% per every 10-mph increment.
- E. The pricing can also include equipment installation. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If RS Means pricing is not utilized, multiple bids on the installation can be provided upon request.
- F. Manufacturers do not have to list electrical sub-contractors; however, the owner has the right to reject through the submittal process, sub-contractors not licensed with the local jurisdiction.
- G. Sales tax, labor, and unloading of equipment is not included as part of the materials-only quote.

James Madison University
RFP# MPM-1172
Theatrical, Athletic Field and Specialty Lighting

BOS2023-04-05 p.57/318

- H. Quote based on shipment of entire project together to one location. Delivery time of order, submittal approval, and confirmation of order details including voltage and phase and pole location is approximately 6-8 weeks (standard shipping).
- I. Confirmation of pole locations required prior to production, due to the built-in custom light control per luminaire.
- J. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design-build situation.

James Madison University

Request for Proposal
for the procurement of

Theatrical, Athletic Field and Specialty Lighting
RFP # MPM-1172

Submitted by

Musco Sports Lighting, LLC

100 1st Ave West
PO Box 808
Oskaloosa, Iowa 52577
Phone: 800-825-6030
Fax: 641-672-1996



Table of Contents

- A. RFP Cover Sheet and All Addenda Acknowledgments**
- B. Statement of Needs**
- C. Musco Written Narrative**
- D. Offeror Data Sheet**
- E. Contractor/Subcontractor License Requirement**
- F. Small Business Subcontracting Plan**
- G. VASCUPP Member Sales**
- H. Pricing Schedule**
- I. Supporting Documentation**

A. RFP Cover Sheet and All Addenda Acknowledgments

REQUEST FOR PROPOSAL

RFP # MPM-1172

Issue Date: December 9, 2022

Title: Theatrical, Athletic Field and Specialty Lighting

Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on January 10, 2023 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Buyer Senior, Procurement Services, morrismp@jmu.edu; 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED


In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Musco Sports Lighting, LLC

100 1st Ave West

Oskaloosa, IA 52577

By: 
(Signature in Ink)

Name: Jeff McNeely
(Please Print)

Title: Vice President Sales & Service

Date: 12/27/2022

Phone: 800-825-6030

Web Address: www.musco.com

Fax #: 641-672-1996

Email: musco.contracts@musco.com

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☒ NO; IF YES ⇒⇒ SMALL; WOMAN; MINORITY IF MINORITY: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

B. Statement of Needs

Statement of Needs
(RFP Section IV, Paragraph B, 1 - 4)

Offerors shall respond to each of the following:

1. Provide catalog list price and coordinating discount structure.

Musco Sports Lighting, LLC (Musco) provides a custom design build system upon which the RFP pricing is based. The price list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based upon structural code and utilizing IBC 2018, 110 mph, Exposure C.

2. Provide discounted line item pricing for services and labor rates.

Installation services are available on a per-project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If RS Means pricing is not utilized, multiple bids on the installation can be provided upon request.

**See supporting documentation (Tab H):
Pricing Schedule**

3. Provide specific list pricing and discounts for commonly used items listed in Section X. Pricing Schedule.

Musco provides a custom design build system upon which RFP pricing is based. The price list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

4. Provide a general narrative description of the equipment/products and related services.

Light-Structure System™ lighting with Total Light Control – TLC for LED™ technology is for new outdoor lighting applications. It is engineered as a 5 Easy Pieces™ complete system from foundation to poletop designed to a customer's needs. Lights, structures, and electrical components are engineered to work together. This ensures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like factory aimed luminaires, easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. Musco's Light-Structure System™ is engineered as a complete system including the precast concrete base, galvanized steel pole, electrical components enclosure, wire harness and poletop luminaire assembly. This allows for installation ease and reduced time and expense. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise

Statement of Needs (RFP Section IV, Paragraph B, 4 cont'd)

light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 25™ product assurance and warranty program.

SportsCluster® lighting system with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology is for outdoor and indoor lighting applications. It is a modular photometric unit, factory aimed and tested, to interface with a customer's existing structures, making an easy retrofit lighting solution. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 10™ product assurance and warranty program, contingent upon Musco's inspection and approval of existing structure and electrical wiring.

Control-Link® control and monitoring system offers efficient, cost-effective tools that are both cutting-edge and simple to use. Musco will have your back 24/7/365 to ensure your lights are only on when needed, keeping neighbors and taxpayers happy. Because more than anything, it's about peace of mind. The Control-Link® system provides comprehensive scheduling assistance, system monitoring, secure password-protected access, automated equipment controls, and valuable usage data.

Show-Light® entertainment services provide a cost-effective way for you to bring professional light shows to your facility. From pre-game introductions to halftime shows, to celebrating big plays and big wins, this special effect lighting will energize players and fans and take your game atmosphere to a new level. Special effects light shows aren't just for the pros anymore. Musco's Show-Light® technology utilizes instant on/off and the advanced control capabilities of LED, is easy to use, and delivers both predesigned and customized light shows. Show-Light® entertainment services can also tap into advanced customization capabilities and more complex light shows that incorporate music along with the special effects lighting. Musco is not responsible for obtaining rights to or any cost associated with music licenses.

Mini-Pitch System™ modular sports solution has an innovative, all-in-one design to help communities create fun and active play spaces by revitalizing public areas. Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System™ solution is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirit of teamwork, empowerment, and physical activity. It comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage.

Statement of Needs
(RFP Section IV, Paragraph B, 4 cont'd - 5)

MuscoVision® video system is a complete automated sports broadcasting solution that includes camera equipment, networking, streaming services, broadcast production, and distribution for watching various sporting events on a variety of platforms. It includes automated camera switching and game tracking for an enhanced broadcast experience. Also, it includes active game detection for ease of scheduling utilizing the same toolset used to schedule lighting. The customer must provide their own internet connection, install our MuscoVision® video system equipment, and set a broadcast schedule in Musco's Control-Link® control system. Musco does the rest!

See supporting documentation (Tab I):

TLC for LED® Total Light Control™ (M-2182-enUS-4)
Retrofit Lighting Solutions (M-2309-enUS-3)
Indoor Lighting Solutions (M-1767-enUS-3)
Musco Control Solutions (M-1546-enUS-15)
Mini-Pitch System (M-3208-enUS-6)
MuscoVision (M-3836-enUS-2)
Musco Constant 25™ – Terms and Conditions (M-1291-enUS-11)
Musco Constant 10™ - Terms and Conditions (M-1297-enUS-7)
Musco 10-year Mini-Pitch - Terms and Conditions (M-3924-enUS-1)
Musco 5-year MuscoVision – Terms and Conditions (M-3734-enUS-1)

5. Specify the expertise level and associated hourly rate for an onsite technician(s) for installation, maintenance, and preventative services.

Musco has over 170 Team members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.

Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria for the warranty period up to 25 years (depending on product). Musco products and services are guaranteed to perform for the customer as detailed in the warranty document.

See supporting documentation (Tab I):

Musco's Controls & Lighting Services Team (M-1525-enUS-5)
Musco Constant 25™ – Terms and Conditions (M-1291-enUS-11)
Musco Constant 10™ - Terms and Conditions (M-1297-enUS-7)
Musco 10-year Mini-Pitch - Terms and Conditions (M-3924-enUS-1)
Musco 5-year MuscoVision – Terms and Conditions (M-3734-enUS-1)

Statement of Needs
(RFP Section IV, Paragraph B, 6 - 10)

6. Describe offeror's ability to provide assistance of design/layout of new installation.

Musco has an in-house team of experienced lighting designers, industry leaders, who bring specialized areas of expertise. Musco provides a custom design for each field's unique characteristics by our design team. Musco also has various engineering firms that we partner with to give us the ability to meet any additional needs (including but not limited to structural & electrical engineering, photometric design, etc.)

7. Describe in detail the complete shipping and delivery program.

All products are shipped from Musco's manufacturing facilities located in Iowa. Shipping and handling/freight is included in product pricing. Musco will coordinate delivery with owner, installing contractor and any other interested parties to a previously agreed site.

8. Specify typical turnaround time for delivery (standard, rush, etc.) for the items being offered.

Standard delivery is 6 to 8 weeks from notice to proceed. If product is needed outside of standard delivery, it will be addressed on a per project basis.

9. Describe how/when you offer additional quantity or volume discounts.

Musco provides a custom design build system upon which the RFP pricing is based. There is a possible shipping savings if more than one project is purchased at the same time or if during the design process it is deemed that poles may be shared between fields therefore reducing the number of poles required.

10. Describe in detail your proposed exchange and return program(s), policy(s) and any associated costs.

Musco provides a custom design build system and therefore does not require an exchange and return program. However, Musco agrees that an exchange will be granted for defective on-arrival products. Musco's warranty program ensures product will perform to the original design criteria for the warranty period up to 25 years (depending on product).

Statement of Needs
(RFP Section IV, Paragraph B, 11 - 13)

11. Describe preventative maintenance process/programs you plan to employ to verify compliance with your anticipated contract with JMU. Be specific as possible.

Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria for the warranty period up to 25 years (depending on product). Musco products and services are guaranteed to perform for the customer as detailed in our warranty documents.

See supporting documentation (Tab I):

Musco Constant 25™ – Terms and Conditions (M-1291-enUS-11)

Musco Constant 10™ - Terms and Conditions (M-1297-enUS-7)

Musco 10-year Mini-Pitch - Terms and Conditions (M-3924-enUS-1)

Musco 5-year MuscoVision – Terms and Conditions (M-3734-enUS-1)

12. Describe ability to perform return-on-investment lighting studies/audits. Provide details of experience and certification in performing these services.

Musco can provide a Cost of Ownership comparison. This comparison will evaluate the proposed lighting system to typical or existing lighting. It will provide energy, maintenance, and control savings over any requested time period.

Musco has over 45 years of experience developing energy efficient lighting systems and lighting design expertise. This expertise along with our local Field Sales Representatives allows Musco to evaluate each field/site on an individual basis to determine the most efficient lighting solution for the duration of the warranty.

13. Describe offeror's ability and specific plan to provide and monitor system performance.

Control-Link® is a reliable, cost-effective system that helps control, monitor, and manage the facility. In addition, it can control your existing lighting systems and other electrically operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ service center is staffed 24/7/365 to assist with your scheduling and reporting needs.

Through the use of Musco's Control-Link® system we have ability to remotely monitor the lighting system. Proactive remote testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.

See supporting documentation (Tab I):

Musco Control Solutions (M-1546-enUS-15)

Control-Link® Control and Monitoring System (M-2019-enUS-4)

Statement of Needs
(RFP Section IV, Paragraph B, 14 - 17)

14. Describe offeror's ability and specific plan to furnish all labor, supervision, equipment, and materials necessary to provide the university with lighting services as described herein.

Control-Link Central™ operators shall be available 24/7/365 via web site, phone, fax, or email. Maintenance service specialists shall be available 8 am to 5 pm Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this contract but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other cause beyond its control.

See supporting documentation (Tab I):

Musco Constant 25™ – Terms and Conditions (M-1291-enUS-11)
Musco Constant 10™ - Terms and Conditions (M-1297-enUS-7)
Musco 10-year Mini-Pitch - Terms and Conditions (M-3924-enUS-1)
Musco 5-year MuscoVision – Terms and Conditions (M-3734-enUS-1)

15. Describe how the offeror will determine and convey time frame for immediate maintenance services.

Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. Musco has the ability to hire a local electrical contractor to perform any services.

16. Describe in detail warranty given on all equipment and service.

Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria for the warranty period up to 25 years (depending on product). Musco products and services are guaranteed to perform for the customer as detailed in the warranty documents.

See supporting documentation (Tab I):

Musco Constant 25™ – Terms and Conditions (M-1291-enUS-11)
Musco Constant 10™ - Terms and Conditions (M-1297-enUS-7)
Musco 10-year Mini-Pitch - Terms and Conditions (M-3924-enUS-1)
Musco 5-year MuscoVision – Terms and Conditions (M-3734-enUS-1)

17. Specify if warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

Yes, the Musco Product Assurance & Warranty Program covers the expense of technicians travel time and mileage to perform the warranty repairs.

Statement of Needs
(RFP Section IV, Paragraph B, 18 - 21)

18. Specify if offeror is an “authorized” distributor and service provider for ETC products. List any certifications and licenses that the contractor and/or employee(s) may currently hold.

Musco is not an “authorized” distributor and service provider for ETC products.

19. Describe replacement of any malfunctioning/non-conforming equipment. List discounts that will be given for any inconveniences.

Musco agrees that an exchange will be granted for defective on-arrival products. Musco products and services are guaranteed to perform for the customer as detailed in the warranty document.

20. Provide sample quote and invoice. Quotes shall include catalog list price and contracted discount price.

See supporting documentation (Tab I):

Sample Quote

Sample Invoice

21. Specify offeror’s ability to accept Small Purchase Charge Card (SPCC) payments in eVA and if there is a minimum or maximum dollar amount per purchase requirement.

Musco is unable to accept Small Purchase Charge Card, bank card, or credit card payments.

Statement of Needs
(RFP Section IV, Paragraph B, 22 - 23)

22. Provide primary customer service contact for James Madison University lighting services.

Contract Administration

Amanda Hudnut

Phone: 800-825-6030

Email: musco.contracts@musco.com

Sales Director

Doug Miller

Phone: 800-825-6030

Email: musco.contracts@musco.com

Virginia Sales Representatives

Steve Wiley

Phone: 804-836-6785

Email: steve.wiley@musco.com

Joe Forche

Phone: 804-835-8950

Email: joe.forche@musco.com

Customer Service

Control-Link Central™ service center

Phone: 877-347-3319

Email: schedule@musco.com

Warranty

Control-Link Central™ service center

Phone: 877-347-3319

Email: warranty@musco.com

23. Acknowledge understanding that all items are FOB Destination.

Musco acknowledges that all items are FOB Destination.

Statement of Needs
(RFP Section IV, Paragraph B, 24 - 25)

24. Describe experience in working with various departments at educational institutions similar to JMU. Include method of collaboration for individual orders.

Musco has worked with every member of VASCUPP over our company history. We have completed numerous projects that range from small single field lighting projects to large stadiums and multi-field athletic complexes. The contracts for these projects were done using a variety of purchasing methods including but not limited to public bid, cooperative purchase, sole source contract, and even through the use of a VASCUPP contract.

To complete these projects, we have worked and continue to work with various departments at the educational institutions and government entities. Musco will work hand in hand with Athletics, Intramurals, Maintenance, Facilities, Park and Recreation, Engineering, as well as Purchasing. Musco's goal at the end of the project is to have the correct amount of light for the least amount of cost over the warranted period. In order for this to happen, it takes a lot of collaboration from not only Musco's end during construction but also from the owners end during the design process.

See supporting documentation (Tab I):

Project Installations – VASCUPP Members

Project Installations – VASCUPP Non-Members

Project Installations – Virginia

25. Describe all other goods or services your company can provide and list any associated costs.

Musco has the ability through our current partnerships to provide lighting for areas in addition to the goods and services detailed above. These areas include but are not limited to parking lots, pathways, security lighting, and roadways. The lighting equipment for these projects will be priced on a per project basis.

See supporting documentation (Tab H):

Pricing Schedule

C. Musco Written Narrative

**Musco Written Narrative
(RFP Section V, Paragraph B, 3)**

Musco has shaped the history of sports and transportation/infrastructure lighting since 1976, specializing in the design and manufacture of systems for venues around the world. Built on a foundation of responsibility to the needs of everything being impacted, Musco's solutions have illuminated everything from neighborhood ballfields; to major stadiums and arenas; to international airports, rail yards, industrial sites, container terminals, and ports; to iconic landmarks and the Olympic Games.

Musco has been the industry leader in developing an industry leading lighting system that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.

Musco has provided sports lighting solutions on high profile venues like Daytona International Speedway, Mercedes-Benz Superdome (home of the New Orleans Saints), and AT&T Stadium (home of Dallas Cowboys). As well as meeting the needs of local cities, schools, and private organizations in Virginia such as Fairfax County Park Authority (VA), Loudoun County (VA), and City of Virginia Beach (VA).

Musco has created partnerships with organizations like Little League International, United States Soccer Foundation, National Recreation and Park Association and North Carolina High School Athletic Association, to name a few. Our ability to provide the necessary resources to any given project has been at the core of the Musco Team. As proud as we are of our product, we are equally proud of our team of people that make it happen on a daily basis.

See supporting documentation (Tab I):

Company Profile (M-1459-enUS-14)

We Make It Happen (M-2886-en04-9)

D. Offer Data Sheet (Attachment A)

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 46 Months _____

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
Liberty University	10+ years	1971 University Blvd, Lynchburg, VA 24502	Kris Becraft 434-592-4739
University of Virginia	10+ years	University Hall, Charlottesville, VA 22903	Mike Doto 434-924-9004
Old Dominion University	10+ years	Athletic Administration Building, Norfolk, VA 23529	Greg Smith 757-683-6026
Fairfax County Park Authority	10+ years	12055 Government Center Pkw Ste 927 Fairfax, VA 22035	Paul Shirey 703-324-8738
Loudoun County	10+ years	1 Harrison Street Southeast Leesburg, VA 20177	Steve Torpy 703-777-0345

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

Amanda M. Hudnut, 100 1st Ave West, Oskaloosa, IA 52577

Doug Miller, 100 1st Ave West, Oskaloosa, IA 52577

3. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [☒] NO

IF YES, EXPLAIN: _____

E. Contractor/Subcontractor License Requirement

**Contractor/Subcontractor License Requirement
(RFP Section VIII, Paragraph R & S)**

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: **Musco Sports Lighting, LLC** Subcontractor Name: _____

License # **2705061726** Type **Class A**

CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$750,000 or more, the offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a “CLASS A CONTRACTOR.” If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the offeror is required to be licensed as a “CLASS B CONTRACTOR.” If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a “CLASS C CONTRACTOR.” The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. **2705061726** Specialty **ELE**
 Licensed Class B Virginia Contractor No. _____ Specialty _____
 Licensed Class C Virginia Contractor No. _____ Specialty _____

**See supporting documentation (Tab I):
Virginia Contractors License**

F. Small Business Subcontracting Plan (Attachment B)

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: Musco Sports Lighting, LLC Preparer Name: Amanda M. Hudnut

Date: 12/12/2022

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No ✓ _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No ✓ _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No ✓ _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No ✓ _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWaMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWaM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

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ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: **James Madison University RFP# DMS-977 Theatrical, Athletic Field and Speciality Lighting**

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses

for this Proposal and Subsequent Contract

12/12/2022

Date Form Completed

Offeror / Proposer:

Musco Sports Lighting, LLC

Firm

100 1st Ave West, PO Box 808, Oskaloosa, IA 52577

Address

Amanda M. Hudnut 800-825-6030

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
Branham Electric Corp 4113 S Military Hwy Chesapeake, VA 23321	Randy Branham 757-487-6024	670455	Installation		
Farmville Excavation Co. DBA Icon Sign & Lighting 416 E 3 rd St Farmville, VA 23901	Clint Baldwin 434-392-1700	657054	Installation		
Woodward Electrical Contractors, Inc. 27066 North Fork River Road Saltville, VA 24370	Randy Woodward 276-944-4747	684580	Installation		

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

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G. VASCUPP Member Sales

**VASCUPP Member Sales - last 12 months
(RFP Section V, Paragraph B, 6)**

George Mason University	\$388,811
James Madison University	
Old Dominion University	\$639,782
Radford University	
University of Virginia	\$733,670
Virginia Commonwealth	\$54,477
Virginia Military Institute	
Virginia Tech	\$1,372,411
William & Mary	
Longwood University	
University of Mary Washington	

H. Pricing Schedule

James Madison University
RFP# MPM-1172
Theatrical, Athletic Field and Specialty Lighting

BOS2023-04-05 p.86/318

Manufacturer: Musco Sports Lighting, LLC

Address: 100 1st Ave West

City, State, Zip Code: Oskaloosa, IA 52577

Contact: Amanda Hudnut

Phone: 800-825-6030

Fax: 641-672-1996

Email: musco.contracts@musco.com

Pricing:

All prices are stated in USD. Lighting system pricing stated below includes lighting system materials, lighting design & consultant services and delivery within the Commonwealth of Virginia to the job site. Additional freight cost may be incurred outside of the Commonwealth of Virginia.

Terms: Net 30 days upon receiving a proper invoice

Light-Structure System™ with Total Light Control – TLC for LED™ technology includes poles, precast concrete bases, LED fixtures, luminaire assemblies, electrical component enclosures and wire harnesses.

Light-Structure System™ with Total Light Control – TLC for LED™ technology pricing includes a 25-year product assurance & warranty program and Control-Link® Control & Monitoring package.

Football Utilizing LED luminaires – Light-Structure System™

Football					
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
360' x 160'	50'	30 fc	\$182,792	50 fc	\$269,704
360' x 160'	80'	30 fc	\$218,368	50 fc	\$320,051
360' x 160'	100'	30 fc	\$251,287	50 fc	\$324,065
360' x 160'	120'	30 fc	\$251,803	50 fc	\$373,626

Soccer Utilizing LED luminaires – Light-Structure System™

Soccer					
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
330' x 195'	30'	30 fc	\$156,705	50 fc	\$231,820
360' x 210'	30'	30 fc	\$171,054	50 fc	\$264,562
360' x 225'	30'	30 fc	\$186,200	50 fc	\$313,155

James Madison University
RFP# MPM-1172
Theatrical, Athletic Field and Specialty Lighting

BOS2023-04-05 p.87/318

Baseball/Softball Utilizing LED luminaires – Light-Structure System™

Baseball/Softball					
Field Type	Field Size	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
		(Inf/Out)		(Inf/Out)	
60' Base Path	200'	30/20 fc	\$114,116	50/30 fc	\$154,009
60' Base Path	225'	30/20 fc	\$138,279	50/30 fc	\$165,098
60' Base Path	250'	30/20 fc	\$152,542	50/30 fc	\$190,046
60' Base Path	300'	30/20 fc	\$192,242	50/30 fc	\$234,100
60' Base Path	325'	30/20 fc	\$204,549	50/30 fc	\$260,508
90' Base Path	300'	50/30 fc	\$272,230	70/50 fc	\$366,583
90' Base Path	300'/325'/300'	50/30 fc	\$276,738	70/50 fc	\$376,393
90' Base Path	350'	50/30 fc	\$332,666	70/50 fc	\$454,080
90' Base Path	320'/360'/320'	50/30 fc	\$315,119	70/50 fc	\$433,750
90' Base Path	330'/400'/330'	50/30 fc	\$348,827	70/50 fc	\$528,994

Tennis Utilizing LED luminaires – Light-Structure System™

Tennis		
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
2	50 fc	\$71,704
3	50 fc	\$81,855
4	50 fc	\$106,590
6	50 fc	\$154,316

Basketball Outdoor Utilizing LED luminaires – Light-Structure System™

Basketball - Outdoor		
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials
1	50 fc	\$60,533

Parking Lot Utilizing LED luminaires

Parking Lot - 10 year parts and labor warranty	
Light Level	Price per Square foot
1 fc	\$0.74/sq ft

RFP# MPM-1172

Theatrical, Athletic Field and Specialty Lighting

SportsCluster® System with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology includes LED fixtures, luminaire assemblies, electrical component enclosures and wire harnesses (does not include poles and precast concrete bases).

SportsCluster® System with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology pricing includes a 10-year product assurance & warranty program and Control-Link® Control & Monitoring package. The Constant 10™ warranty is contingent upon a site inspection.

Football Utilizing LED luminaires – SportsCluster® System

Football					
Field Size	Pole Setback	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
360' x 160'	50'	30 fc	\$139,852	50 fc	\$196,757
360' x 160'	80'	30 fc	\$154,973	50 fc	\$219,674
360' x 160'	100'	30 fc	\$155,297	50 fc	\$220,074
360' x 160'	120'	30 fc	\$155,948	50 fc	\$233,689

Soccer Utilizing LED luminaires – SportsCluster® System

Soccer					
Field Size	Pole Setback	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
330' x 195'	30'	30 fc	\$106,593	50 fc	\$166,777
360' x 210'	30'	30 fc	\$115,303	50 fc	\$188,810
360' x 225'	30'	30 fc	\$129,854	50 fc	\$209,970

Baseball/Softball Utilizing LED luminaires – SportsCluster® System

Baseball/Softball					
Field Type	Field Size	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
		(Inf/Out)		(Inf/Out)	
60' Base Path	200'	30/20 fc	\$76,110	50/30 fc	\$106,870
60' Base Path	225'	30/20 fc	\$88,691	50/30 fc	\$114,867
60' Base Path	250'	30/20 fc	\$94,752	50/30 fc	\$132,064
60' Base Path	300'	30/20 fc	\$130,950	50/30 fc	\$167,135
60' Base Path	325'	30/20 fc	\$139,660	50/30 fc	\$180,600
90' Base Path	300'	50/30 fc	\$188,656	70/50 fc	\$255,890
90' Base Path	300'/325'/300'	50/30 fc	\$192,284	70/50 fc	\$265,373
90' Base Path	350'	50/30 fc	\$225,426	70/50 fc	\$322,167
90' Base Path	320'/360'/320'	50/30 fc	\$214,708	70/50 fc	\$321,809
90' Base Path	330'/400'/330'	50/30 fc	\$230,627	70/50 fc	\$352,581

James Madison University
RFP# MPM-1172
Theatrical, Athletic Field and Specialty Lighting

BOS2023-04-05 p.89/318

Tennis Utilizing LED luminaires – SportsCluster® System

Tennis		
# Courts	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
2	50 fc	\$49,472
3	50 fc	\$52,685
4	50 fc	\$69,380
6	50 fc	\$102,912

Basketball Outdoor Utilizing LED luminaires – SportsCluster® System

Basketball - Outdoor		
# Courts	Average Maintained Light Level	Price for SportsCluster TLC-LED Materials
1	50 fc	\$40,029

Basketball Indoor Utilizing LED luminaires

Basketball - Indoor - 10 year parts and labor warranty		
# Courts	Light Level	Price for LED Materials
1 – 94' x 50'	75 fc	\$70,181

Arena Utilizing LED luminaries - SportsCluster® System

Arena				
	Seats	Fixture Mounting Heights	Light Level Horizontal and Vertical	Price for SportsCluster TLC-LED Materials
Hockey and/or Basketball Arena	<10,000	<80	75 fc - 100 fc	\$340,000
Hockey and/or Basketball Arena	10,000 - 15,000	<100	100 fc - 145 fc	\$398,000
Hockey and/or Basketball Arena	>15,000	>100	150 fc	\$794,000

Mini-Pitch System™ Modular Sports Solution

Mini-Pitch System™ - 10 year parts and labor warranty		
	Light Level	Price for TLC-LED Materials
40' x 84'	25 fc	\$80,000
50' x 104'	20 fc	\$85,000
60' x 120'	15 fc	\$90,000

James Madison University
RFP# MPM-1172
Theatrical, Athletic Field and Specialty Lighting

BOS2023-04-05 p.90/318

MuscoVision® Automated Sports Broadcasting

MuscoVision® - 5 year parts and labor warranty	
	Price for Materials per field
Diamond Field*	\$12,000
Rectangular Field/Court*	\$12,000

*750 hours of streaming included; additional hours available for purchase

Supplemental Items

Supplemental Items	
	Price for Materials
Control-Link® Retrofit (adapts to existing contactors - Control Module Only , (1) service up to 7 zones - Warranty is 10 years parts & labor	\$9,850
TLC for LED® RGBW Fixture	\$6,000
TLC for LED® RGB-U Fixture	\$6,000
Show-Light® entertainment services packages* (customized controls)	Call for quote
LED Egress Fixture	\$4,000
Pathway LED w/15' pole	\$6,000

*Musco is not responsible for obtaining or any cost associated with music licenses.

- A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Bidder reserves the right to supply upgraded technology provided it maintains on-field lighting performance and enhances benefit.
- B. The pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixture combinations are available and may add additional cost.
- C. The pricing is based on using 480v; other voltage options are available and may add additional cost.
- D. During the term of this contract if the Building Codes/Wind Speeds change, Bidder reserves the right to adjust pricing accordingly. Quote for bid based on structural code and wind speed of IBC 2018, 110mph, Exposure C. A change in building code and wind speed will have a direct effect on the bid price based on percentage increase. Alternate price for increasing building code in 10 mph increments (based from 110 mph): State in a value of % over base pricing for each field: 10% per every 10-mph increment.
- E. The pricing can also include equipment installation. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If RS Means pricing is not utilized, multiple bids on the installation can be provided upon request.
- F. Manufacturers do not have to list electrical sub-contractors; however, the owner has the right to reject through the submittal process, sub-contractors not licensed with the local jurisdiction.
- G. Sales tax, labor, and unloading of equipment is not included as part of the materials-only quote.

James Madison University
RFP# MPM-1172
Theatrical, Athletic Field and Specialty Lighting

BOS2023-04-05 p.91/318

- H. Quote based on shipment of entire project together to one location. Delivery time of order, submittal approval, and confirmation of order details including voltage and phase and pole location is approximately 6-8 weeks (standard shipping).
- I. Confirmation of pole locations required prior to production, due to the built-in custom light control per luminaire.
- J. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design-build situation.

End of Bid

I. Supporting Documentation



Musco Constant 25™

25-Year Product Assurance & Warranty Program

Project name: _____ Project number: _____

Owner: _____ City: _____ State: _____

Covered product(s): _____

Date issued: _____ Expiration: _____

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 25 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light Performance

Specified illumination levels will be maintained and are marked as guaranteed in the Musco Illumination Summary.

Individual luminaire outages that occur during the warranty and maintenance period are repaired when the usage of any field is materially impacted.

Spill Light Control

If specified, spill light levels at identified locations are guaranteed to be controlled to the maximum values provided in the Musco Illumination Summary.

Energy Consumption

Total average kW consumption for your lighting system is guaranteed to be not more than the total load shown in the Musco Illumination Summary.

Monitoring, Maintenance, and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage, and luminaire outages. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, smartphone app, phone, email, or fax. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Structural Integrity

Your project has been designed to _____ .
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 25 year period.



Musco Constant 25™

25-Year Product Assurance & Warranty Program

Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Total Light Control – TLC for LED® with Control-Link® and any additional Musco manufactured product as listed on page 1.

"We", "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

- 1. Availability of Service:** Control-Link Central™ operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.
- 2. Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.
- 3. Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a nonthreatening and safe environment for service.

You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.

You agree to keep your control system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

- 4. Service Limitations — This Contract does not cover:** Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

5. Contract Limitations:

- a. EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.
- b. Limitation of Liability:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
- c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.**
- d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.**
- e. Obsolescence or Environmental Restrictions:** If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state or federal agency, Musco shall replace said parts with comparable parts and materials with equal operating characteristics solely at Musco's discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, Musco shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.
- 6. Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.
- 7. Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.
- 8. Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales



Musco Constant 10™

10-Year Product Assurance & Warranty Program

Project name: _____ Project number: _____

Owner: _____ City: _____ State: _____

Covered product(s): _____

Date issued: _____ Expiration: _____

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 10 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light Performance

Specified illumination levels will be maintained and are marked as guaranteed in the Musco Illumination Summary.

Individual luminaire outages that occur during the warranty and maintenance period are repaired when the usage of any field is materially impacted.

Spill Light Control

If specified, spill light levels at identified locations are guaranteed to be controlled to the maximum values provided in the Musco Illumination Summary.

Energy Consumption

Total average kW consumption for your lighting system is guaranteed to be not more than the total load shown in the Musco Illumination Summary.

Monitoring, Maintenance, and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage, and luminaire outages. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, smartphone app, phone, email, or fax. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Structural Integrity

Your project has been designed to _____ .
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 10 year period.



Musco Constant 10™

10-Year Product Assurance & Warranty Program

Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Total Light Control – TLC for LED® with Control-Link® and any additional Musco manufactured product as listed on page 1.

"We," "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

1. Availability of Service: Control-Link Central™ operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.

2. Determination of Repairs: Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.

3. Your Requirements Under this Contract: You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a nonthreatening and safe environment for service.

You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.

You agree to keep your control system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

4. Service Limitations — This Contract does not cover: Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

5. Contract Limitations:

a. **EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.

b. **LIMITATION OF LIABILITY:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.

d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.

e. **Obsolescence or Environmental Restrictions:** If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state or federal agency, Musco shall replace said parts with comparable parts and materials with equal operating characteristics solely at Musco's discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, Musco shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.

6. Transfer and Assignment: Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.

7. Governing Law: The Contract shall be interpreted and enforced according to the laws of the project location.

8. Subrogation: In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales



Musco 10 Year Warranty

10-Year Product Assurance & Warranty Program

Project name: _____ Project number: _____

Owner: _____

City: _____ State: _____

Covered product(s) Mini-Pitch System™ modular sports solution with TLC for LED® luminaires

Date issued: _____ Expiration: _____

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your Mini-Pitch System™ modular sports solution to original design criteria for 10 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

Structural Integrity

Your Mini-Pitch System modular sports solution has been designed to meet or exceed local building codes and resist corrosion. Structural integrity of the system including fence panels, goals, seating, and light poles is guaranteed for the warranty period.

Light Performance

Luminaire outages that occur during the warranty and maintenance period will be repaired or replaced.

Control Services

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, smartphone app, phone, or email. Our trained Control-Link Central™ service center team is available 24/7/365. Regular usage reports are always available on Control-Link Central's web site.

Musco has a team to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 10 year period.



Musco 10 Year Warranty

10-Year Product Assurance & Warranty Program

Terms and Conditions

Musco Sports Lighting, LLC ("Musco") or an authorized servicer shall furnish labor and parts necessary to restore operation of Covered Product(s) to original design criteria provided the failure was a result of normal usage.

This Contract covers Mini-Pitch System™ modular sports solution with Control-Link®, TLC for LED®, and any additional Musco manufactured product as listed on page 1. "We", "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s).

This Contract cannot be changed without the prior written approval of Musco. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

1. Availability of Service:

- Control-Link Central™ operators are available 24/7 via web site, phone, fax, or email.
- Maintenance service specialists are currently available 8AM to 5PM Central Time Monday through Friday, except for national holidays. Services shall be rendered during these same hours in your local time zone.

2. Determination of Repairs: Musco will utilize any information provided by the facility owner to determine any needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.

3. Your Requirements Under this Contract: You agree to meet and maintain all electrical requirements (if any) and install as specified by Musco or as approved in advance by Musco's Warranty Department.

4. Service Limitations: Musco will exercise all reasonable efforts to perform service under this Contract but will not be responsible for delays or failure in performing such services due to causes beyond its control.

This Contract does not cover maintenance, repair, or replacement due to damage from:

- External causes such as but not limited to misuse, vandalism, or unauthorized repairs or modifications. (Unauthorized repairs or modifications void this warranty in its entirety.)
- Failure of any non-Musco equipment or electrical systems.
- Acts of nature such as but not limited to weather events or lightning.

5. Contract Limitations:

a. **EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE AWAITING PARTS.

b. **LIMITATION OF LIABILITY:** To the extent permitted by law, liability of Musco for any defective Covered Product(s) shall be limited to repair or replacement of the Covered Product(s). THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY. ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

c. If applicable, the liability of the issuing surety of the surety bond is limited to the first 12 months of the warranty period.

d. Musco requires reasonable access for equipment to service the system. We will follow designated access routes but will not be responsible for damage on the property for operating equipment in the prescribed manner.

e. If we find that any parts of the Covered Products become obsolete, prohibited by law or regulation or are no longer available, Musco may replace them with comparable parts at our discretion. We will notify you of any replacement cost prior to starting the work.

6. Transfer and Assignment: Except to facility owners, you cannot assign your rights and obligations under this Contract without prior written consent of Musco. A successor of your entire business shall acquire your interests under this Contract.

7. Governing Law: Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.

8. Subrogation: In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which our vendors, agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales



5 Year Warranty

5-Year Product Assurance & Warranty Program

Project name: _____ Project number: _____

Owner: _____ City: _____ State: _____

Covered product(s): _____

Date issued: _____ Expiration: _____

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your automated broadcasting system to original design criteria for 5 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

Camera Structure System

Individual camera and image processing system outages that occur during the warranty period will be repaired at the earliest available date. Your project has been designed to meet building codes. Structural integrity of MuscoVision equipment including poles, foundations, mounting brackets, and associated hardware is guaranteed for the warranty period.

Networking Equipment

Networking equipment required to collect individual camera input and distribute broadcast content to the on-site customer provided internet connection point is guaranteed for the warranty period.

Automated Production System

Musco guarantees all automated production hardware and software required for camera switching and game tracking for the warranty period, including software updates required to maintain system operation.

Monitoring, Maintenance, and Control Services

Musco shall monitor the operation of your MuscoVision™ automated broadcasting system broadcasts, and report hours. If outages are detected that will affect your ability to stream scheduled broadcasts, Musco will proactively contact you and attempt to correct the outage through use of remote access tools as quickly as possible. In the event that the outage is a result of a Musco hardware or equipment failure at your site, Musco will dispatch a repair technician.

Control of your automated broadcasting system is provided via an easy-to-use website scheduling system, smartphone app, phone, or email. Our Control-Link Central™ service center Team is available 24/7/365.

Musco has a team to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 5-year period.



5 Year Warranty

5-Year Product Assurance & Warranty Program

Terms and Conditions

Musco Sports Lighting, LLC ("Musco") or an authorized servicer shall furnish labor and parts necessary to restore operation of Covered Product(s) to original design criteria provided the failure was as a result of normal usage.

This Contract covers MuscoVISION™ automated sports broadcasting with Control-Link® and any additional Musco manufactured product as listed on page 1. "We", "us", and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s).

This Contract cannot be changed without the prior written approval of Musco. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

1. Availability of Service:

- Control-Link Central™ operators are available 24/7 via website, phone, fax, or email.
- Maintenance service specialists are currently available 8AM to 5PM Central Time Monday through Friday, except for national holidays. Services shall be rendered during these same hours in your local time zone.

2. Determination of Repairs: Musco will utilize the field monitoring system and any information provided by the facility owner to determine any needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.

3. Your Requirements Under this Contract: You agree to meet and maintain all electrical, installation, software updates and internet connection requirements as specified by Musco or as approved in advance by Musco's Warranty Department.

4. Service Limitations: Musco will exercise all reasonable efforts to perform service under this Contract but will not be responsible for delays or failure in performing such services due to causes beyond its control.

This Contract does not cover maintenance, repair, or replacement due to damage from:

- External causes such as but not limited to misuse, animal infestation, vandalism, or unauthorized repairs or modifications. (Unauthorized repairs or modifications void this warranty in its entirety.)
- Failure of any non-Musco equipment or electrical systems.
- Acts of nature such as but not limited to weather events or lightning.

If you terminate the Streaming Services portion of your agreement but keep the equipment, you void the monitoring portions of this warranty.

5. Contract Limitations:

- EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE OR STREAMING VIDEO DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE AWAITING PARTS.
- LIMITATION OF LIABILITY:** To the extent permitted by law, liability of Musco for any defective Covered Product(s) shall be limited to repair or replacement of the Covered Product(s). THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY. ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
- If applicable, the liability of the issuing surety of the surety bond is limited to the first 12 months of the warranty period.
- Musco requires reasonable access for equipment to service the system. We will follow designated access routes but will not be responsible for damage on the property for operating equipment in the prescribed manner.
- If we find that any parts of the Covered Products become obsolete, prohibited by law or regulation or are no longer available, Musco may replace them with comparable parts at our discretion. We will notify you of any replacement cost prior to starting the work.
- If you or the facility owner have third-party agreements covering content rights for all or a portion of the Streaming Services, Musco is not responsible for the loss of such rights. You agree to indemnify and hold Musco harmless from any claims of copyright infringement or violation of privacy rights related to the Streaming Services.

6. Transfer and Assignment: Except to facility owners, you cannot assign your rights and obligations under this Contract without prior written consent of Musco. A successor of your entire business shall acquire your interests under this Contract.

7. Governing Law: Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.

8. Subrogation: In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which our vendors, agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales

Musco's Controls & Lighting Services Teams

UNEQUALED. ACCESSIBLE. KNOWLEDGABLE. ACCOUNTABLE.

Over 160 team members dedicated to operating and maintaining your sports lighting



Control-Link Central™ • (877) 347-3319
www.control-link.com • schedule@musco.com • FAX (800) 853-8847

- Staffed 24/7 with several easy ways to contact us
- Trained operators provide scheduling and reporting assistance and one-on-one phone training
- Conducts proactive nightly tests to assure your control system is operating properly, even when the lights aren't in use
- Easy access to field usage data
- Field operation monitoring

"We strive to provide a level of service where every customer reaches a live operator, rather than a voice mail system, when they call in. We can make your last minute schedule changes happen in just a few minutes."

— Mike Mason, Control-Link Manager



Lighting Services Team • (800) 825-6020
warranty@musco.com • FAX (888) 397-8736

- Trained technicians specializing in sports lighting provide field maintenance, warranty work, consulting, and temporary lighting
- Regionally based to effectively provide lighting services in every state plus a network of over 1800 contractors
- Ongoing field inspection program

"Our technicians have an unequalled expertise in sports lighting. With our field monitoring, we'll contact you within one business day of detecting a fixture outage on your field . . . often before you even know about it."

— Jeff McNulty, Director of Field Operations



Control-Link Central operators oversee the on/off control of over 22,000 fields each month and have experience with controlling over 4 million schedules per year.



Our lighting services team travels over 1 million miles each year. They inspect, fine tune, or provide yearly maintenance on more than 11,000 fields and supply temporary lighting for over 250 hours of live television broadcasts annually.



Each year, Musco technicians work atop a combined total of 318 miles of poles to ensure trouble-free operation for customers. That's the equivalent of climbing to the summit of Mount Everest . . . 58 times.

Specific funds are set aside to provide solid financial resources to fulfill the maintenance and warranty needs for every Musco Lighting project.

Musco Service ... We Make It Happen®

Product Flyer: **Control-Link® Control and Monitoring System**

Flexible control and solid management of your facility, saves operating costs and improves service

Musco's Control-Link® Controls and Monitoring System — for new and existing facilities

Control-Link® is a reliable, cost effective system that helps control, monitor, and manage your new or existing recreational facility lighting and any other electrically operated equipment.

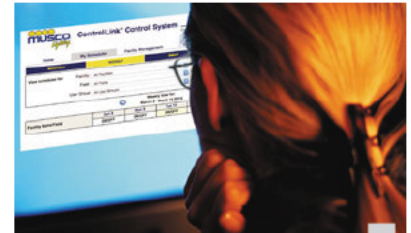
The Control-Link System includes our exclusive Control-Link Central™ team — staffed 24/7 to assist you with your scheduling and reporting needs. Our system can save you time, hassle, and energy and staff costs. Control-Link makes your job easier and provides ongoing savings for your operating budget.

- **Saves Energy and Staff Costs**
- **Allows Flexible Control**
- **Provides Usage Data**
- **Increases Security**
- **Provides Reliable Operation**
- **Monitors System Performance**

"It's like being an umpire. If people don't know you're there, you did a great job. If there aren't any complaints about the lights, I know the system is doing it's job. Control-Link is about 98% more efficient than the manual method, and it's eliminated a lot of public concern."

— Roger Russomanno,
Ballfield Operations Supervisor
Denver, Colorado, Parks & Recreation Department

How to manage your lights without the late night hours:

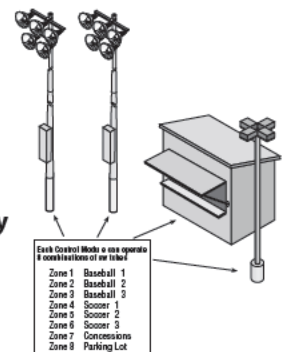


1 Enter schedules at your convenience

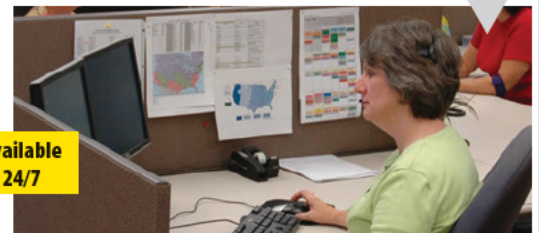
2 Schedules are stored on-site, backed up at Control-Link Central™



3 Equipment is controlled automatically



Available
24/7



4 Control-Link Central provides support, monitoring and usage data



Date:

Project: Old Dominion University
Norfolk, VA

James Madison University/VASCUPP

Master Project: 189427 Contract Number: UCPJMU5091 Expiration: 2/18/2023

Service: Theatrical, Athletic Field, and Specialty Lighting

All purchase orders should note the following:

JMU/VASCUPP purchase – contract number UCPJMU5091

*Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.***Baseball Quotation Price – Materials Delivered to Job Site and Installation (Scope of Work on last page)**

VASCUPP Materials SCR 70/50fc (330'/400'/330')	\$
Materials adder to increase Light Levels to 100/70fc.....	\$
LED Egress Fixtures	\$
10% Windspeed adder to increase to 120mph	\$
Installation Cost.....	\$
Total Materials and Installation Cost.....	\$

SportsCluster® system with Total Light Control – TLC for LED™ technology**Guaranteed Lighting Performance**

- Guaranteed light levels: Baseball 100fc – Infield and 70fc - Outfield
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker® luminaires
- UL Listed assemblies
- Control-Link® Control and Monitoring system with onsite dimming
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC

Attn: Amanda Hudnut

Fax: 800-374-6402

Email: musco.contracts@musco.com

All purchase orders should note the following:

JMU/VASCUPP purchase – contract number UCPJMU5091

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Structural code and wind speed = 2018 IBC, 120 mph, Exposure C, Importance Factor 1.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Steve Wiley
Sales Representative
Musco Sports Lighting, LLC
Phone: 804-386-6785
E-mail: steve.wiley@musco.com

SAMPLE



Musco Sports Lighting, LLC
100 1st Avenue West
P.O. Box 808
Oskaloosa, IA 52577
USA

Bill To:

Old Dominion University
EMAIL INVOICE invoice@odu.edu
Norfolk, VA 23529
USA

Invoice

401120

PO# 2023-04-05 p.105/318

Date 11/29/2022
Project 221092
Customer # 22731
Payment Terms Net 30
Currency USD

Ship To:

Old Dominion University Baseball Stadium
1446 W 43rd St
Norfolk, VA 23529
USA

Please Detach And Return With Payment

Invoice #	Customer #	PO #	Ship Via	Ship Date
401120	22731	EP3538779	Great Plains	11/23/2022

Project: 221092 Old Dominion University Bud Metheny Baseball Complex

Description	Amount
Materials for Old Dominion University Bud Metheny Baseball Complex	\$
Subtotal	\$
Sales Tax	\$0.00
Total (USD)	\$

If you have any questions, please call 800-825-6030 or email ar@musco.com

To remit payment by ACH or Wire:

Bank: [REDACTED]

ABA Routing Number [REDACTED]

SWIFT Number: [REDACTED]

Account Number: [REDACTED]

Account Name: Musco Sports Lighting, LLC

To remit payment by check:

P.O. Box 200692
Dallas, TX 75320-0692
USA

George Mason University

Fairfax, VA

Eagle Bank Arena
ArenaGeorge Mason Softball Complex
SoftballRobinson Field
Intramurals**James Madison University**

Harrisonburg, VA

Bridgeforth Stadium
Zane Showker Field
FootballEast Campus Lighting
Site LightingGrace Street Housing Athletic Courts
IntramuralsUniversity Park Complex
Intramurals & Soccer/TrackUpper Turf
IntramuralsVeterans Memorial Park
Baseball & Softball**Longwood University**

Farmville, VA

Athletics Complex
Lacrosse/SoccerCharles Buddy Bolding Stadium
BaseballLancer Park
Softball/Multi-Purpose**Old Dominion University**

Norfolk, VA

S. B. Ballard Stadium
Foreman Field
FootballPowhatan Soccer Complex
Stadium FieldSRC Field
Intramurals**Radford University**

Radford, VA

Carter Memorial Stadium
Williams Field
BaseballRadford Softball Stadium
Softball**University of Mary Washington**

Fredericksburg, VA

Field A
SoccerIntramural Fields
Intramurals

University of Virginia

Charlottesville, VA

Disharoon ParkDavenport Field
Baseball**George Welsh Indoor Football**Practice Facility
Football**Klockner Stadium**

Soccer/Lacrosse

Lannigan Field

Track & Field

Memorial Gym

Volleyball

The Park

Intramurals

Outdoor Practice Facility

Lacrosse, Field Hockey & Football

Palmer Park

Softball

Perry Field

Intramurals

Virginia Tennis Facility at the

Boar's Head Resort

Tennis

University of Virginia at Wise

Wise, VA

Burchell Stallard Field

Baseball

Cavalier Field

Softball

David J. Prior Convocation Center

Basketball & Volleyball

Virginia Military Institute

Lexington, VA

Drill Field 2

Soccer

Gray-Minor Stadium

Baseball

Virginia Tech

Blacksburg, VA

Indoor Practice Facility

Football

Pritchard Prairie Fitness Park

Fitness Park

Tech Softball Park

Softball

William & Mary

Williamsburg, VA

Busch Field

Field Hockey & Intramurals

Walter J. Zable StadiumCary Field
Football

Public Schools

Fort Defiance High School
 Augusta County School District
 Fort Defiance, VA
 Softball

Cana Booster Club Fields
 Carroll County Public Schools
 Cana, VA
 Baseball

Bankston Field – Randolph Henry HS
 Charlotte County Public Schools
 Charlotte Court House, VA
 Baseball & Football

Lancaster High School
 Lancaster County School District
 Weems, VA
 Softball

Nelson County High School
 Nelson County Public Schools
 Lovingson, VA
 Baseball & Softball

Government

Bensley Park
 Chesterfield County
 North Chesterfield, VA
 Parking Lot

Clover Hill Technical Center
 Chesterfield County
 Midlothian, VA
 Pickleball

Dodd Park
 Chesterfield County
 Chester, VA
 Football

Harrowgate Park
 Chesterfield County
 Chester, VA
 Multi-Purpose

Rockwood Park
 Chesterfield County
 Richmond, VA
 Tennis & Pickleball

Salem Church Middle School
 Chesterfield County
 Richmond, VA
 Football

Centerville Park
 City of Chesapeake
 Chesapeake, VA
 Soccer

Deep Creek Middle School
 City of Chesapeake
 Chesapeake, VA
 Baseball & Softball

Armory Drive Recreational Park
 City of Franklin
 Franklin, VA
 Baseball & Football

Catoctine Skate Park
 City of Leesburg
 Leesburg, VA
 Skate Park

Kiwanis Field
 City of Salem
 Salem, VA
 Baseball

Culpeper Sports Complex
 Culpeper County
 Culpeper, VA
 Baseball, Football, Soccer & Softball

Goochland Central High School
 Goochland County
 Goochland, VA
 Baseball

Football

Essex High School 
Tappahannock, Virginia

Henrico County New Highland Springs High School**
Highland Springs, Virginia

Independence High School
Ashburn, Virginia

Landstown High School
Virginia Beach, Virginia

Liberty University Williams Stadium 
Lynchburg, Virginia

Norfolk Academy
Norfolk, Virginia

Old Dominion University 
SB Ballard Stadium
Norfolk, Virginia

Radford High School
Radford, Virginia

Wakefield High School
Arlington, Virginia

Other

Appomattox Community Parking Lot
Appomattox, Virginia

Arbor Row Parking Lot
McLean, Virginia

Greenbriar Park Parking Lot
Fairfax, Virginia

Liberty University Monogram
Lynchburg, Virginia

Nottoway Park Parking Lots
Vienna, Virginia

NOVA BMX Track
Woodbridge, Virginia

Powhatan Springs Skate Park
Arlington, Virginia

Virginia Motorsports Park
Petersburg, Virginia

Virginia Tech Pritchard Prairie Park
Blacksburg, Virginia

Tennis

Christiansburg High School
Christiansburg, Virginia

Colonial Heights High School
Colonial Heights, Virginia

Huntington Park Tennis**
Newport News, Virginia

Landstown High School
Virginia Beach, Virginia

Mason District Park
Annandale, Virginia

Nottoway Park
Vienna, Virginia

Wolf Trails Park
Vienna, Virginia

Baseball

Big Stone Gap Little League
Big Stone Gap, Virginia

Bryce Harper Sports Complex
Herndon, Virginia

Claudius Crozet
Crozet, Virginia

Frederick Water Stonewall Ballpark
Stephenson, Virginia


Greenbriar Park
Fairfax, Virginia




Green Run High School
Virginia Beach, Virginia




Kiwanis Field**
Salem, Virginia

Louisa County High School
Mineral, Virginia

Middlesex High School
Syd Thrift Sports Complex
Saluda, Virginia

Miller School of Albemarle Baseball Field 
Charlottesville, Virginia

New Fredericksburg Ballpark**   
MiLB – Home of the Fredericksburg Nationals
Fredericksburg, Virginia

Rockingham Park at The Crossroads   
Fairfax, Virginia

Western Branch Middle School
Chesapeake, Virginia

Indoor




Claude Moore Rec Center Pool
Sterling, Virginia

George Mason University
EagleBank Arena
Fairfax, Virginia

James Madison High School
Gymnasium
Vienna, Virginia

Liberty University
Indoor Practice Football
Lynchburg, Virginia

University of Richmond
Robins Center
Richmond, Virginia

University of Virginia
John Paul Jones Arena**   
Charlottesville, Virginia

Basketball


Denbigh Community Center
Newport News, Virginia

Miller Park
Lynchburg, Virginia

South Run Park
Springfield, Virginia

Soccer

Ali Krieger Sports Complex
Dumfries, Virginia



Hoopes Road Park** 
Springfield, Virginia

Howard Hughes Medical Institute
Ashburn, Virginia

Loudoun United Soccer Stadium
Leesburg, Virginia

Norfolk Christian High School
Norfolk, Virginia

Randolph Macon College
Ashland, Virginia

Richmond City Stadium  
Richmond, Virginia

Richmond Strikers Park
Glen Allen, Virginia

River City Sportsplex
Richmond, Virginia

Roanoke Countryside Sportsplex**
Roanoke, Virginia

University of Virginia
Perry Field
Charlottesville, Virginia

Washington & Lee University Practice Field
Lexington, Virginia

Softball

Ali Krieger Sports Complex
Dumfries, Virginia

Blacksburg High School
Blacksburg, Virginia

Civic Center East Field
Salem, Virginia

Green Run High School
Virginia Beach, Virginia



Chesterfield County Iron Bridge Park
Richmond, Virginia

John Tyler Elementary School
Portsmouth, Virginia

Middlesex High School
Syd Thrift Sports Complex
Saluda, Virginia

Radford University
Radford, Virginia

South Lakes High School
Reston, Virginia

University of Virginia
Palmer Park  
Charlottesville, Virginia



*Partial Listing **Under Construction  Show-Light+  Show-Light  RGBW  RGB-U  MuscoVision

Musco Sports Lighting, LLC 2008, 2020 • M-1326-enUS-8

www.musco.com • lighting@musco.com

Company Profile



LED Light Source

Statue of Liberty National Monument
New York, New York, USA



LED Light Source

Losail International Circuit
Doha, Qatar



LED Light Source

Mercedes-Benz Superdome
New Orleans Saints
New Orleans, Louisiana, USA



Chongqing Olympic Sports Center
Chongqing Lifan F.C.
Chongqing, China



LED Light Source

Charlotte Douglas Airport
Charlotte, North Carolina, USA

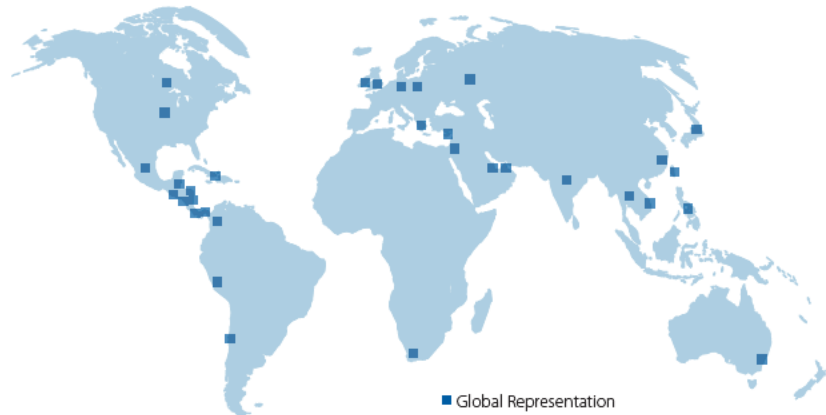
Introduction

Since 1976, Musco Lighting has specialized in the design and manufacture of sports and large-area lighting with innovations in glare reduction and light control responsible to the needs of facility owners, users, neighbors, and the night sky. Musco's Total Light Control – TLC for LED™ technology delivers a level of light control and uniformity that can't be matched, and is the solution of choice for neighborhood Little League® fields, collegiate and professional stadiums and arenas, international airports, rail yards, the Olympic Games, iconic landmarks, and some of the largest ports around the world. Musco has a global team of experts that partner with customers to plan, complete, and maintain a cost-effective, trouble-free lighting solution for their facility.

Headquarters: Oskaloosa, Iowa, USA

Manufacturing: Muscatine, Iowa, USA; Shanghai, China; Gumi, South Korea

Global Representation: Representatives and offices located across North and South America, Europe, Africa, Asia, and Australia and successful installations in over 120 countries.



■ Global Representation

Special Projects

- Olympic Games — Rio, 2016; Sochi, 2014; London, 2012; Vancouver, 2010; Athens, 2004; Sydney, 2000; Atlanta, 1996; Los Angeles, 1984
- "Battle": Tiger Woods Golf, 2000–2004
- Daytona International Speedway
- Losail International Circuit
- Yas Marina Circuit
- Bahrain International Circuit
- Churchill Downs
- Wimbledon Centre Court
- Madison Square Garden
- Mercedes-Benz Arena, Shanghai
- Mercedes-Benz Arena, Berlin
- Purcell Pavilion, University of Notre Dame
- Crypto.com Arena
- Emirates Stadium, Arsenal F.C.
- Twickenham Stadium, England National Rugby
- Tianjin TEDA Football Stadium, Tianjin TEDA F.C.
- Citi Field, New York Mets
- NRG Stadium, Houston Texans
- Nationals Park, Washington Nationals
- Dodger Stadium, Los Angeles Dodgers
- Wrigley Field, Chicago Cubs
- Lamade Stadium, Home of the Little League® World Series
- TD Garden, Boston
- Super Bowls XVII, XIX, XXI, XXVII, XXX, XXXV, XXXVIII, XL, XLII, XLIII, XLIV, LI, LVI
- ESPN X Games
- San Francisco-Oakland Bay Bridge East Span
- Statue of Liberty
- The White House
- Mount Rushmore National Memorial
- Harry Reid International Airport
- Maher Terminal
- MLB at Field of Dreams™ Dyersville, Iowa
- Gillette Stadium, New England Patriots
- Knoxville Raceway



Major Innovations

- 1982 "The night the lights went on at Notre Dame Stadium," said Keith Jackson, broadcaster, made television history by taking sports lighting on the road with Musco mobile lighting systems for broadcast of the Notre Dame vs. Michigan prime time college football game.
- 1987 Made significant technical advancements in providing affordable light control with Level-8™ and Total Light Control™ systems.
- 1991 Introduced the industry's first sports-lighting system complete from foundation to poletop: Light-Structure System™.
- 1992 Revolutionized NASCAR broadcasts by making night racing at the Winston Cup level possible. Mirtran™ systems were first used at Charlotte Motor Speedway and as of 2017, are in place at 20 speedways and racetracks, including the Daytona International Speedway and the Bahrain International Circuit.
- 1996 Introduced cost-effective, quality lighting for special effects and dramatic player introductions in large indoor arenas. ShowLight™ systems were first used at Charlotte Coliseum and are installed throughout the U.S., England, and Ireland.
- 1999 Introduced technology to dramatically advance on/off capability and facility management. Control-Link® system allows facility managers to control their lighting systems remotely as well as provide critical management reports.
- 2005 Revolutionized the sports lighting industry with the introduction of Green Generation™ technology. This system reduces energy consumption by half, spill light by 50% and includes maintenance & relamping for 25 years. Musco's Constant 25™ product assurance and warranty program guarantees the system will perform at the designed light levels for the duration of the warranty.
- 2008 Installed a cutting-edge lighting system using LED technology in Washington D.C. at the White House. This system dramatically reduced energy consumption by 87%, while providing a clean, color accurate light.
- 2013 Matched its proven system design and application expertise with the evolving LED technology to provide custom lighting solutions for several major arenas and the East Span of the San Francisco-Oakland Bay Bridge.
- 2016 Introduced TLC for LED™ technology, delivering to customers light control and uniformity never before possible, while virtually eliminating glare and significantly improving efficiency. The system is backed by a 25-year parts and labor warranty.
- 2019 Introduced Mini-Pitch System™ modular sports solution and Show-Light® entertainment packages
- 2020 Introduced MuscoVision® automated sports broadcasting system
- 2021 Introduced Musco Wireless Communication-Structure System™ for wireless networks



LED Light Source

Xcel Energy Center
St. Paul, Minnesota, USA



LED Light Source

San Francisco-Oakland Bay Bridge
Oakland, California, USA



LED Light Source

Twickenham Stadium
England National Rugby
Twickenham, United Kingdom



02 Ski and Resort
Taebaek-si, Gangwon-do, South Korea



LED Light Source

Maier Terminals Inc.
Elizabeth, New Jersey, USA

Television Credits

ABC, CBS, NBC, TBS, TNN, ESPN, ESPN2, FOX, FoxSports, SkyTV, CBC, BTN, ESPNU, Longhorn Network, and Channel 9 (Australia) have relied on Musco to provide quality lighting to meet broadcast requirements.



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

BOS2023-04-05 p.112/318

EXPIRES ON

04-30-2023

NUMBER

2705061726

BOARD FOR CONTRACTORS

CLASS A CONTRACTOR

CLASSIFICATIONS ELE



MUSCO SPORTS LIGHTING LLC

PO BOX 808

OSKALOOSA, IA 52577



Mary Broz-Vaughan
Mary Broz-Vaughan, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS ELE

NUMBER: 2705061726 EXPIRES: 04-30-2023

MUSCO SPORTS LIGHTING LLC

PO BOX 808

OSKALOOSA, IA 52577



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)



Request for Proposal

RFP# MPM-1172

Theatrical, Athletic Field, & Specialty Lighting

December 9, 2022



REQUEST FOR PROPOSAL

RFP# MPM-1172

Issue Date: December 9, 2022

Title: Theatrical, Athletic Field, and Specialty Lighting

Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on January 10, 2023 for Furnishing The Services Described Herein.

MANDATORY/ OPTIONAL PRE-PROPOSAL: No Preproposal Meeting is scheduled/required.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Buyer Senior, Procurement Services, morrismp@jmu.edu; 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; *IF YES* ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY ***IF MINORITY*** ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # MPM-1172

TABLE OF CONTENTS

I.	PURPOSE	Page	1
II.	BACKGROUND	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	1
IV.	STATEMENT OF NEEDS	Page	1
V.	PROPOSAL PREPARATION AND SUBMISSION	Page	3
VI.	EVALUATION AND AWARD CRITERIA	Page	6
VII.	GENERAL TERMS AND CONDITIONS	Page	6
VIII.	SPECIAL TERMS AND CONDITIONS	Page	14
IX.	METHOD OF PAYMENT	Page	22
X.	PRICING SCHEDULE	Page	23
XI.	ATTACHMENTS	Page	23
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		
	E. <u>JMU Design and Construction Guidelines</u>		

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide theatrical, athletic field, and specialty lighting equipment and services on an as-needed basis for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of nearly 22,000 students and over 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The Forbes Center for Performing Arts has five performance venues plus an additional 1,300 seat auditorium which all utilize the same lighting equipment packages to include ETC Eos and Ion consoles, conventional and LED lighting instruments, moving lights, dimmer racks, network switches, processors, and battery backups.

JMU Athletics has numerous stadiums, practice fields, and indoor facilities ranging from Bridgeforth Stadium with a capacity of 24,877 to the Sinclair Gymnasium with a capacity of 1,500. Facilities cover a wide range of sports activities including football, basketball, baseball, softball, tennis, swimming, and field sports. These facilities utilize LED and metal halide lights along with technology to ensure that lighting is monitored at all times to inform the University when lights need to be changed.

In addition, the University has diverse lighting needs across its many academic and residential facilities. The University is interested in return-on-investment lighting studies, lighting design, light pollution solutions, and other specialty lighting needs which may continue to develop as new technologies emerge.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

Potential Offerors may submit to provide services in any of the categories requested in this solicitation. Contractors should clearly specify in their proposal what portions of the requested equipment and services they can provide.

- A. James Madison University seeks a contractor(s) with extremely high standards of customer service and quality, in an effort to provide theatrical, athletic field, specialty lighting equipment and services. The contractor shall furnish all labor, insurance, supervision, equipment, documentation, materials, disposal, and incidentals necessary to provide lighting services to the

university.

- B. Contractor shall be responsible for adhering to all **University Construction Guidelines** and shall work directly with relevant personnel at the University. Link: <http://www.jmu.edu/hecom/files/jmu-design-construction-guidelines-2016.pdf>. Contractor shall be responsible for all measurements, calculations, and other details for each project.

Offerors shall respond to each of the following:

1. Provide catalog list price and coordinating discount structure.
2. Provide discounted line item pricing for services and labor rates.
3. Provide specific list pricing and discounts for commonly used items listed in Section X. Pricing Schedule.
4. Provide a general narrative description of the equipment/products and related services.
5. Specify the expertise level and associated hourly rate for an onsite technician(s) for installation, maintenance, and preventative services.
6. Describe offeror's ability to provide assistance of design/layout of new installation.
7. Describe in detail the complete shipping and delivery program.
8. Specify typical turnaround time for delivery (standard, rush, etc.) for the items being offered.
9. Describe how/when you offer additional quantity or volume discounts.
10. Describe in detail your proposed exchange and return program(s), policy(s) and any associated costs.
11. Describe preventative maintenance process/programs you plan to employ to verify compliance with your anticipated contract with JMU. Be specific as possible.
12. Describe ability to perform return-on-investment lighting studies/audits. Provide details of experience and certification in performing these services.
13. Describe offeror's ability and specific plan to provide and monitor system performance.
14. Describe offeror's ability and specific plan to furnish all labor, supervision, equipment, and materials necessary to provide the university with lighting services as described herein.
15. Describe how the offeror will determine and convey time frame for immediate maintenance services.
16. Describe in detail warranty given on all equipment and service.
17. Specify if warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
18. Specify if offeror is an "authorized" distributor and service provider for ETC products. List any certifications and licenses that the contractor and/or employee(s) may currently hold.

19. Describe replacement of any malfunctioning/non-conforming equipment. List discounts that will be given for any inconveniences.
20. Provide sample quote and invoice. Quotes shall include catalog list price and contracted discount price.
21. Specify offeror's ability to accept Small Purchase Charge Card (SPCC) payments in eVA and if there is a minimum or maximum dollar amount per purchase requirement.
22. Provide primary customer service contact for James Madison University lighting services.
23. Acknowledge understanding that all items are FOB Destination.
24. Describe experience in working with various departments at educational institutions similar to JMU. Include method of collaboration for individual orders.
25. Describe all other goods or services your company can provide and list any associated costs.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and two (2) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the

solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets

or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	<u>100</u>

- B. AWARD TO MULTIPLE OFFERORS: 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 Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so 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 Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals 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. Should the Commonwealth 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.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they 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 §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to 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, sexual orientation, gender identity, 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. (*§6 of the Rules Governing Procurement*).

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, sexual orientation, gender identity, national origin, age, disability, 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 vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that 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.

- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state 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. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. 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 Commonwealth 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 an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, 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 Commonwealth, 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 Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the

right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these 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 Commonwealth of increases in the number of employees that change their workers' compensation requirement 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 and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. **Automobile Liability:** \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence; \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence; \$6,000,000 aggregate
Absestos Design, Inspection, or Abatement Contractors	\$1,000,000 per occurrence; \$3,000,000 aggregate
Health Care Practitioner [to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical	\$2,450,000 per occurrence; \$4,250,000 aggregate

*Therapist Assistants, Clinical Psychologists,
Clinical Social Workers, Professional Counselors,
Hospitals, or Health Maintenance Organizations.]*

Limits increase each July 1 through fiscal year 2031. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the *Code of Virginia*

(<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>) §8.01-581.15.

Insurance/Risk Management	\$1,000,000 per occurrence; \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence; \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence; \$5,000,000 aggregate
Professional Engineer	\$1,000,000 per occurrence; \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence; \$1,000,000 aggregate

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. 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 vendor.

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.

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the

Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- Z. TAXES: Sales to the Commonwealth of Virginia 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. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
Street or Box No.	RFP #	
City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized

- to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____ Subcontractor Name: _____

License #: _____ Type: _____

- S. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$750,000 or more, the offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the offeror is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
 Licensed Class B Virginia Contractor No. _____ Specialty _____
 Licensed Class C Virginia Contractor No. _____ Specialty _____

If the offeror shall fail to provide this information on his proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of proposals, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered.

If an offeror shall fail to obtain the required license prior to submission of his proposal, the proposal shall not be considered.

- T. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

- U. EXTRA CHARGES NOT ALLOWED: The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- V. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- W. MAINTENANCE MANUALS: The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- X. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
- Y. PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- Z. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- AA. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- BB. PROTECTION OF PERSONS AND PROPERTY: The contractor expressly undertakes both directly and through its subcontractor(s) to take every precaution at all times for the protection of persons and property that may come on the work site or be affected by contractor's operation in connection with the work.

The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
- CC. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications, and experience of their proposed subcontractors. The contractor shall, however,

remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the contract.

DD. TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT:

1. The contractor, in conjunction with their subcontractors and suppliers shall provide the owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
2. The contractor shall provide the owner with a minimum of two (2) copies of operating, maintenance, and parts manuals for all equipment provided in conjunction with this contract. Further specific requirements may be indicated in the specifications.

EE. PRODUCT INFORMATION: The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.

FF. WARRANTY (COMMERCIAL): The contractor 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 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 Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

GG. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

HH. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.

II. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized. James Madison University reserves the right to require the Contractor to remove any employee whose behavior is deemed unprofessional or objectionable.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to

<https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

The Offeror shall provide incentives and/or increased discounts that would be offered if multiple VASCUPP institutions utilize offered services. A list of VASCUPP members can be found at: www.vascupp.org.

Add additional rows as needed to list all rates and fees for labor, goods, and services to be offered.

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* <i>Lighting Installation and Repair Services Rates</i>									
"Position"									
Labor Rate \$/hour									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* <i>Lighting Installation and Repair Services Rates</i>									
"Position"									
Labor Rate \$/hour									

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* <i>Lighting Design and Analysis Services Rates</i>									
"Position"									
Labor Rate \$/hour									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* <i>Lighting Design and Analysis Services Rates</i>									
"Position"									
Labor Rate \$/hour									

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Lighting Products and Equipment (List by Manufacturer and Discount rate offered)									
Manufacturer	% Off List Discount Offered by Zone								

LINE ITEM PRICING FOR SPECIFIC THEATRICAL LIGHTING			
Lighting Products and Equipment (Provide catalogue price and net price to JMU for these items)			
Line Item	List/Catalogue Price	% off List Price	Net Price to JMU
Lighting Gel – 20"x24" Sheet, Rosco			
Lighting Gel – 20"x24" Sheet, Gam			
Lighting Gel – 24" x 25' Roll, Rosco			
Steel Gobo – Rosco, ETC Source 4 Size A			
Gobo Holder – City Theatrical, S4 Size A			
Dance floor tape – 2"x36 yard, Black			
Spike tape – ½" x 60 yards			
Gaffer tape – 2"x55 yards			

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: [JMU Design & Construction Guidelines](#)

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
--------	-------------------	---------	---------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ **Preparer Name:** _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Offeror / Proposer: _____

Firm _____

Address _____

Contact Person/No. _____

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u> University of Virginia - Wise (Wise)



Request for Proposal

RFP# MPM-1172

Theatrical, Athletic Field, & Specialty Lighting

December 9, 2022



REQUEST FOR PROPOSAL

RFP# MPM-1172

Issue Date: December 9, 2022

Title: Theatrical, Athletic Field, and Specialty Lighting

Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on January 10, 2023 for Furnishing The Services Described Herein.

MANDATORY/ OPTIONAL PRE-PROPOSAL: No Preproposal Meeting is scheduled/required.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Buyer Senior, Procurement Services, morrismp@jmu.edu; 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; *IF YES* ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY ***IF MINORITY:*** ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # MPM-1172

TABLE OF CONTENTS

I.	PURPOSE	Page	1
II.	BACKGROUND	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	1
IV.	STATEMENT OF NEEDS	Page	1
V.	PROPOSAL PREPARATION AND SUBMISSION	Page	3
VI.	EVALUATION AND AWARD CRITERIA	Page	6
VII.	GENERAL TERMS AND CONDITIONS	Page	6
VIII.	SPECIAL TERMS AND CONDITIONS	Page	14
IX.	METHOD OF PAYMENT	Page	22
X.	PRICING SCHEDULE	Page	23
XI.	ATTACHMENTS	Page	23
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		
	E. JMU Design and Construction Guidelines		

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide theatrical, athletic field, and specialty lighting equipment and services on an as-needed basis for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of nearly 22,000 students and over 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The Forbes Center for Performing Arts has five performance venues plus an additional 1,300 seat auditorium which all utilize the same lighting equipment packages to include ETC Eos and Ion consoles, conventional and LED lighting instruments, moving lights, dimmer racks, network switches, processors, and battery backups.

JMU Athletics has numerous stadiums, practice fields, and indoor facilities ranging from Bridgeforth Stadium with a capacity of 24,877 to the Sinclair Gymnasium with a capacity of 1,500. Facilities cover a wide range of sports activities including football, basketball, baseball, softball, tennis, swimming, and field sports. These facilities utilize LED and metal halide lights along with technology to ensure that lighting is monitored at all times to inform the University when lights need to be changed.

In addition, the University has diverse lighting needs across its many academic and residential facilities. The University is interested in return-on-investment lighting studies, lighting design, light pollution solutions, and other specialty lighting needs which may continue to develop as new technologies emerge.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

Potential Offerors may submit to provide services in any of the categories requested in this solicitation. Contractors should clearly specify in their proposal what portions of the requested equipment and services they can provide.

- A. James Madison University seeks a contractor(s) with extremely high standards of customer service and quality, in an effort to provide theatrical, athletic field, specialty lighting equipment and services. The contractor shall furnish all labor, insurance, supervision, equipment, documentation, materials, disposal, and incidentals necessary to provide lighting services to the

university.

- B. Contractor shall be responsible for adhering to all **University Construction Guidelines** and shall work directly with relevant personnel at the University. Link: http://www.jmu.edu/hecom/_files/jmu-design-construction-guidelines-2016.pdf. Contractor shall be responsible for all measurements, calculations, and other details for each project.

Offerors shall respond to each of the following:

1. Provide catalog list price and coordinating discount structure.
2. Provide discounted line item pricing for services and labor rates.
3. Provide specific list pricing and discounts for commonly used items listed in Section X. Pricing Schedule.
4. Provide a general narrative description of the equipment/products and related services.
5. Specify the expertise level and associated hourly rate for an onsite technician(s) for installation, maintenance, and preventative services.
6. Describe offeror's ability to provide assistance of design/layout of new installation.
7. Describe in detail the complete shipping and delivery program.
8. Specify typical turnaround time for delivery (standard, rush, etc.) for the items being offered.
9. Describe how/when you offer additional quantity or volume discounts.
10. Describe in detail your proposed exchange and return program(s), policy(s) and any associated costs.
11. Describe preventative maintenance process/programs you plan to employ to verify compliance with your anticipated contract with JMU. Be specific as possible.
12. Describe ability to perform return-on-investment lighting studies/audits. Provide details of experience and certification in performing these services.
13. Describe offeror's ability and specific plan to provide and monitor system performance.
14. Describe offeror's ability and specific plan to furnish all labor, supervision, equipment, and materials necessary to provide the university with lighting services as described herein.
15. Describe how the offeror will determine and convey time frame for immediate maintenance services.
16. Describe in detail warranty given on all equipment and service.
17. Specify if warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
18. Specify if offeror is an "authorized" distributor and service provider for ETC products. List any certifications and licenses that the contractor and/or employee(s) may currently hold.

19. Describe replacement of any malfunctioning/non-conforming equipment. List discounts that will be given for any inconveniences.
20. Provide sample quote and invoice. Quotes shall include catalog list price and contracted discount price.
21. Specify offeror's ability to accept Small Purchase Charge Card (SPCC) payments in eVA and if there is a minimum or maximum dollar amount per purchase requirement.
22. Provide primary customer service contact for James Madison University lighting services.
23. Acknowledge understanding that all items are FOB Destination.
24. Describe experience in working with various departments at educational institutions similar to JMU. Include method of collaboration for individual orders.
25. Describe all other goods or services your company can provide and list any associated costs.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and two (2) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the

solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets

or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	<u>100</u>

- B. AWARD TO MULTIPLE OFFERORS: 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 Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so 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 Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals 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. Should the Commonwealth 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.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they 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 §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to 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, sexual orientation, gender identity, 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. (*§6 of the Rules Governing Procurement*).

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, sexual orientation, gender identity, national origin, age, disability, 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 vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that 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.

- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state 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. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. 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 Commonwealth 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 an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, 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 Commonwealth, 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 Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the

right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these 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 Commonwealth of increases in the number of employees that change their workers' compensation requirement 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 and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. **Automobile Liability:** \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence; \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence; \$6,000,000 aggregate
Asbestos Design, Inspection, or Abatement Contractors	\$1,000,000 per occurrence; \$3,000,000 aggregate
Health Care Practitioner [to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical	\$2,450,000 per occurrence; \$4,250,000 aggregate

*Therapist Assistants, Clinical Psychologists,
Clinical Social Workers, Professional Counselors,
Hospitals, or Health Maintenance Organizations.]*

Limits increase each July 1 through fiscal year 2031. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the *Code of Virginia* (<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>) §8.01-581.15.

Insurance/Risk Management	\$1,000,000 per occurrence; \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence; \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence; \$5,000,000 aggregate
Professional Engineer	\$1,000,000 per occurrence; \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence; \$1,000,000 aggregate

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. 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 vendor.

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.

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the

Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- Z. TAXES: Sales to the Commonwealth of Virginia 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. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Offeror	Due Date	Time
Street or Box No.	RFP #	
City, State, Zip Code	RFP Title	
Name of Purchasing Officer:		

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized

- to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____ Subcontractor Name: _____

License #: _____ Type: _____

- S. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$750,000 or more, the offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the offeror is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
 Licensed Class B Virginia Contractor No. _____ Specialty _____
 Licensed Class C Virginia Contractor No. _____ Specialty _____

If the offeror shall fail to provide this information on his proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of proposals, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered.

If an offeror shall fail to obtain the required license prior to submission of his proposal, the proposal shall not be considered.

- T. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

- U. EXTRA CHARGES NOT ALLOWED: The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- V. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- W. MAINTENANCE MANUALS: The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- X. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
- Y. PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- Z. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- AA. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- BB. PROTECTION OF PERSONS AND PROPERTY: The contractor expressly undertakes both directly and through its subcontractor(s) to take every precaution at all times for the protection of persons and property that may come on the work site or be affected by contractor's operation in connection with the work.

The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.

- CC. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications, and experience of their proposed subcontractors. The contractor shall, however,

remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the contract.

DD. TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT:

1. The contractor, in conjunction with their subcontractors and suppliers shall provide the owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
2. The contractor shall provide the owner with a minimum of two (2) copies of operating, maintenance, and parts manuals for all equipment provided in conjunction with this contract. Further specific requirements may be indicated in the specifications.

EE. PRODUCT INFORMATION: The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.

FF. WARRANTY (COMMERCIAL): The contractor 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 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 Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

GG. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

HH. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.

II. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized. James Madison University reserves the right to require the Contractor to remove any employee whose behavior is deemed unprofessional or objectionable.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to

<https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

The Offeror shall provide incentives and/or increased discounts that would be offered if multiple VASCUPP institutions utilize offered services. A list of VASCUPP members can be found at: www.vascupp.org.

Add additional rows as needed to list all rates and fees for labor, goods, and services to be offered.

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* <i>Lighting Installation and Repair Services Rates</i>									
“Position”									
Labor Rate \$/hour									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* <i>Lighting Installation and Repair Services Rates</i>									
“Position”									
Labor Rate \$/hour									

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* <i>Lighting Design and Analysis Services Rates</i>									
“Position”									
Labor Rate \$/hour									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* <i>Lighting Design and Analysis Services Rates</i>									
“Position”									
Labor Rate \$/hour									

PRICING SCHEDULE BY ZONE									
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	
Lighting Products and Equipment (List by Manufacturer and Discount rate offered)									
Manufacturer	% Off List Discount Offered by Zone								

LINE ITEM PRICING FOR SPECIFIC THEATRICAL LIGHTING			
Lighting Products and Equipment (Provide catalogue price and net price to JMU for these items)			
Line Item	List/Catalogue Price	% off List Price	Net Price to JMU
Lighting Gel – 20”x24” Sheet, Rosco			
Lighting Gel – 20”x24” Sheet, Gam			
Lighting Gel – 24” x 25’ Roll, Rosco			
Steel Gobo – Rosco, ETC Source 4 Size A			
Gobo Holder – City Theatrical, S4 Size A			
Dance floor tape – 2”x36 yard, Black			
Spike tape – ½” x 60 yards			
Gaffer tape – 2”x55 yards			

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: [JMU Design & Construction Guidelines](#)

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
--------	-------------------	---------	---------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ **Preparer Name:** _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

Offeror / Proposer: _____

Firm _____

Address _____

Contact Person/No. _____

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u> University of Virginia - Wise (Wise)



March 23/2023

To Whom it May Concern:

The Musco Lighting equipment donated to Fluvanna County that is being proposed to light two parking lots at Pleasant Grove Park is proprietary to Musco Lighting LLC.

The Musco Light-Structure system utilizes proprietary precast concrete bases for the foundations and using anything else will not be structurally sound or able to be stamped by a licensed structural engineer.

If there are any questions or the need for additional information, please let me know.

A handwritten signature in black ink, appearing to read "Steve Wiley", is written over a light gray rectangular background.

Steve Wiley

Date: March 23, 23

Project: Fluvanna County Pleasant Grove Park
Palmyra, VA

James Madison University/VASCUPP

Master Project: 189427 Contract Number: UCPJMU6542 Expiration: 2/18/2024

Service: Theatrical, Athletic Field, and Specialty Lighting

All purchase orders should note the following:

JMU/VASCUPP purchase – contract number UCPJMU6542

*Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.***Soccer 1 – 3 Quotation Price – Materials Delivered to Job Site and Installation by Icon Electric**

Soccer 1: VASCUPP Materials 30fc 360' x 210' with 30ft Set-back	\$126,824.00
• Musco Discount of \$44,230.00 applied to VASCUPP price of \$171,054.00.	
Soccer 2: VASCUPP Materials 30fc 360' x 210' with 30ft Set-back.....	\$126,824.00
• Musco Discount of \$44,230.00 applied to VASCUPP price of \$171,054.00.	
Soccer 3: VASCUPP Materials 30fc 360' x 210' with 30ft Set-back.....	\$126,824.00
• Musco Discount of \$44,230.00 applied to VASCUPP price of \$171,054.00.	
Installation Cost (All Soccer Fields)	\$237,940.00
• A minimum of a 5% discount off of RE Means pricing has been applied	
• A full RS Means Breakdown can be provided upon request	
Total Materials and Installation Cost (All Soccer)	\$618,412.00

Softball Quotation Price – Materials Delivered to Job Site and Installation by Icon Electric

Softball: VASCUPP Materials 50fc/30fc 200'/200'/200'	\$105,578.00
• Musco Discount of \$48,431.00 applied to VASCUPP price of \$154,009.00.	
Installation Cost (All Softball Fields)	\$70,000.00
• A minimum of a 5% discount off of RE Means pricing has been applied	
• A full RS Means Breakdown can be provided upon request	
Total Materials and Installation Cost (All Softball)	\$175,578.00

Parking Lot Quotation Price – Materials Delivered to Job Site and Installation by Icon Electric

Materials Cost (Parking Lot)	\$24,274.00
Installation Cost (Parking Lot)	\$25,726.00
Total Materials and Installation Cost (Parking Lot).....	\$50,000.00

Light-Structure System™ with Total Light Control – TLC for LED™ technology**Guaranteed Lighting Performance**

- Guaranteed light levels
 - Soccer 1, Soccer 2, Soccer 3 – 30fc on each field
 - Softball – 50fc Infield and 30fc Outfield

System Description

- Pre-cast concrete bases and Galvanized steel poles
 - (4) Soccer 1
 - (2) Soccer 2 (2 shared poles with Soccer 1)
 - (4) Soccer 3
 - (4) Softball
 - (2) 5B Parking Lot Bases
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses



- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaire
- UL Listed assemblies
- (2) Control-Link® Control and Monitoring system with onsite dimming
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years for Soccer 1, Soccer 2, Soccer 3 and Softball field.

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC

Attn: Amanda Hudnut

Fax: 800-374-6402

Email: musco.contracts@musco.com

All purchase orders should note the following:

JMU/VASCUPP purchase – contract number UCPJMU6542

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- All Materials pricing above is based on VASCUPP Contract # UCPJMU6542.
- All Installation pricing above is based on a minimum discount of 5% of RS Means pricing.
- Detailed Scope of Work to be provided with Submittal Package.
- Shipment of entire project together to one location.
- Structural code and wind speed = 2018 IBC, 110 mph, Exposure C, Importance Factor 1.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Steve Wiley

Sales Representative

Musco Sports Lighting, LLC

Phone: 804-386-6785

E-mail: steve.wiley@musco.com



Appendix I

COUNTY OF FLUVANNA

GENERAL TERMS, CONDITIONS AND **INSTRUCTIONS TO BIDDERS AND** **CONTRACTORS**

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the “General Conditions”) shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “County”) unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder’s/Contractor’s own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County’s Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

INTRODUCTION

- 1. VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the “VPPA”) is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
- 2. DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Job Order Contracting”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and

“Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:

- a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.
- b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.
- c. Contract: Any contract to which the County will be a party.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to “his” shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and

conditions applicable to the procurement.

- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
 - m. Request for Proposal (also referred to herein as a “RFP”): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
 - n. Small Purchasing Procedures: The County’s Small Purchasing Procedures, being Chapter 4 of the County’s Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.
 - o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. “Solicitation” includes any notification of the County requirements may consist of public advertising (newspaper, County’s website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes (“IFQ”), Initiations to Bid (“IFB”), or Requests for Proposal (“RFP”), the public posting of notices, issuance of an Open Market Procurement (“OMP”), or telephone calls to prospective Bidders or Offerors.
 - p. State: The Commonwealth of Virginia.
3. **AUTHORITY**: The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County’s Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County’s Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County’s Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the “Board”).

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

CONDITIONS OF BIDDING

- 4. COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
- 5. DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.
- 6. CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.
- 7. MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:**
Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms

provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.

8. LATE BIDS & MODIFICATION OF BIDS: Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:

- a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
- b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
- c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
- d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. WITHDRAWAL OF BIDS:

- a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.

- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

10. ERRORS IN BIDS: When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

11. IDENTIFICATION ON BID ENVELOPE: All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder 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 bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

12. ACCEPTANCE OF BIDS: Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

- 13. COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.
- 14. CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.
- 15. RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.
- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.

21. VIRGINIA FREEDOM OF INFORMATION ACT: As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
- b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
- c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
- d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
- e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
- f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

22. CONFLICT OF INTEREST: Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

23. OMISSIONS OR DISCREPANCIES: Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for

in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

24. BRAND NAME OR EQUAL ITEMS: Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.

25. FORMAL SPECIFICATIONS: When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.

26. CONDITION OF ITEMS: Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. RESPONSIBLE BIDDERS: In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;

- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of previous Contracts or Services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability and adaptability of the Goods or Services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of the conditions attached to the Bid;
- j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES: The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

29. EXCLUSION OF INSURANCE BIDS PROHIBITED: Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may

debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.

30. ANNOUNCEMENT OF AWARD: Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.

31. QUALIFICATIONS OF BIDDERS OR OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:

- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
- b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.
- c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have

already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.

- d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER: Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

34. APPLICABLE LAW AND COURTS: Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

35. PROVISION AND OWNERSHIP OF INFORMATION: The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.

36. DOCUMENTS: All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.

37. CONFIDENTIALITY: Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.

38. INDEPENDENT CONTRACTOR: The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.

39. INSURANCE: The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	\$1,000,000	
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)
Worker's Compensation	Amount required by Virginia law	

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

40. KEY PERSONNEL: For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor

shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

- 41. SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.
- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- 44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.
- 46. ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
- 47. PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the

provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:

- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
- b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.
- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

48. SUBCONTRACTORS: Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
 - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
- d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

49. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

50. SUCCESSORS AND ASSIGNS: The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.

51. DEFAULT: Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute

a “default” by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

52. NON-DISCRIMINATION ASSURANCES: The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:

- a. During the performance of any Contract, the Contractor agrees as follows: 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. 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. 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 52.
- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. 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.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

55. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any 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 vendor.

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 in accordance with this the VPPA and the County’s Procurement Procedures, 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.

56. TERMINATION: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
- b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County’s convenience in the County’s sole discretion (“termination for convenience”), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
- c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
- d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

57. APPROPRIATIONS: Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.

58. REFERENCES TO VIRGINIA LAW: Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

59. COOPERATIVE PROCUREMENT: Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract (“cooperative procurement”). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.

60. AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.

61. GUARANTIES AND WARRANTIES: All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor’s own work or to the work of other contractors, for which the Contractor’s workers are responsible;
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;

- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
- g. For any Contract involving Services of any nature, the Contractor further agrees to:
 - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
 - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
 - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
 - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

62. PRICE REDUCTIONS: If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by

the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

63. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

64. VIRGINIA STATE CORPORATION COMMISSION: Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or 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 if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

65. CLAIMS PROCEDURE:

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.

- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
 - e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
 - f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
 - g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.
- 66. NOTICES:** All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

- 67. SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.
- 68. RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered

at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.

69. INSPECTIONS: The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

70. COMPLIANCE: Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.

71. POINT OF DESTINATION: All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.

72. REPLACEMENT: Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.

73. DAMAGES: Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The

property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.

74. PACKING SLIPS OR DELIVERY TICKETS: All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

- a. Purchase Order Number;
- b. Name of Article and Stock Number;
- c. Quantity Ordered;
- d. Quantity Shipped;
- e. Quantity Back Ordered; and
- f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

75. ADDITIONAL CHARGES: No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.

76. METHOD AND CONTAINERS: Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

Exhibit 6
VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

PLEASE RETURN THIS PAGE

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE
THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID**

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein 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 County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9) _____

Legal Name of Offeror/Bidder _____

Date _____

Authorized Signature _____

Print or Type Name and Title _____

PLEASE RETURN THIS PAGE

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this _____ day of _____, 20____.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____
By: _____ (SEAL)
Signature

Print Name: _____
Print Title: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____
(month), _____(year) by _____(Print Name),
_____(Print Title) on behalf of _____
(Name of Entity).

Notary Public

My commission expires: _____
Notary registration number: _____

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB F

MEETING DATE:	April 5, 2023				
AGENDA TITLE:	New Library Pavilion				
MOTION(s):	N/A				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Calvin Hickman, Director of Public Works				
PRESENTER(S):	Calvin Hickman, Director of Public Works				
RECOMMENDATION:	N/A				
TIMING:	Commence May 2023				
DISCUSSION:	The Public Works Department will partner with the Fluvanna County High School Carpentry Shop to construct a new timber frame pavilion adjacent to the county library. The high school carpentry shop will provide all the wood and labor to design, fabricate and erect the wooden structure. The Public Works Department will provide the concrete footings, roofing material, and fasteners for the project at the estimated cost of \$6,000.00.				
FISCAL IMPACT:	The County's cost for the project would be \$6,000, which could be covered within the existing Public Works/Facilities budget.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			X

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB G

MEETING DATE:	April 5, 2023				
AGENDA TITLE:	Utility Scale Solar Revenue Options				
MOTION(s):	N/A				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Eric Dahl, County Administrator and Douglas Miles, Director of Community Development				
PRESENTER(S):	Eric Dahl, County Administrator and Douglas Miles, Director of Community Development				
RECOMMENDATION:	N/A				
TIMING:	Routine				
DISCUSSION:	<p>Under County Code Amended Chapter 22 Zoning, under Sec. 22-22-1 Rules of construction; definitions:</p> <ul style="list-style-type: none"> • <u>Solar generation facility, utility scale</u>: A solar energy conversion system producing 2 MW or more of electricity to a utility provider. Such facilities interconnect with an existing electrical grid serving other off-site facilities which are not adjacent or under common use, ownership or control. <p>Virginia now offers localities two options to generate revenues from utility-scale solar development. The first threshold is the Solar Facilities are greater than 5 MW. The County options are:</p> <ul style="list-style-type: none"> • The default option is for localities to levy a Machinery and Tools (M&T)/Real Estate tax on capital investments in solar generation facilities. • Alternatively, a locality may adopt an ordinance to replace the M&T/Real Estate tax with a Revenue Share arrangement. Under the Revenue Share model, localities receive income from solar facilities at a flat rate of \$1,400 per megawatt of nameplate generation capacity per year. <p>The revenues that a locality could realize under each of these two taxation arrangements involve calculations that are complex. The County should determine what model proves to be the most advantageous from a revenue generation standpoint long term. County Administration, Commissioner of Revenue and Community Development are working to finalize some comparisons for the Board. When an option is selected, this will be the ongoing model for solar projects, if they are approved.</p> <p>In addition to the above two options, localities can enter into Siting Agreements. Under Virginia Code 15.2-2316.7. Negotiations; siting agreement.</p>				

	<ul style="list-style-type: none"> Any applicant for a solar project or an energy storage project shall give to the host locality written notice of the applicant's intent to locate in such locality and request a meeting. Such applicant shall meet, discuss, and negotiate a siting agreement with such locality. The siting agreement may include terms and conditions, including (i) mitigation of any impacts of such solar project or energy storage project; (ii) financial compensation to the host locality to address capital needs set out in the (a) capital improvement plan adopted by the host locality, (b) current fiscal budget of the host locality, or (c) fiscal fund balance policy adopted by the host locality; or (iii) assistance by the applicant in the deployment of broadband, as defined in § 56-585.1:9, in such locality. 				
FISCAL IMPACT:	Unknown. These projects would provide an undetermined amount of revenue based upon many complex factors of a project, if approved.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB H

MEETING DATE:	April 5, 2023				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors March 15, 2023 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday March 15, 2023, be adopted.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goals(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Minutes for March 15, 2023.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Carysbrook Performing Arts Center
8880 James Madison Hwy, Fork Union, VA 23055
March 15, 2023
Budget Work Session 5:00pm
Regular Meeting 7:00pm

MEMBERS PRESENT: Mozell Booker, Fork Union District, Chair
Patricia Eager, Palmyra District, Vice Chair
John M. (Mike) Sheridan, Columbia District
Tony O’Brien, Rivanna District
Chris Fairchild, Cunningham District

ABSENT: None.

ALSO PRESENT: Eric M. Dahl, County Administrator
Kelly Harris, Assistant County Administrator
Fred Payne, County Attorney
Caitlin Solis, Clerk for the Board of Supervisors

WORK SESSION – CALL TO ORDER
At 5:23pm, Chair Booker called to order the Budget Work Session of March 15, 2023. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

BUDGET DISCUSSION
The following budget items were discussed

- Health Insurance options were presented
- After some discussion, the Board of Supervisors voted for option #5.

MOTION:	Approve Option 5 of the proposed health insurance options.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:			Motion	Second	
VOTE:	Yes	Yes	Yes	Yes	No
RESULT:	4-1				

- Staff cost of living adjustment options
- Capital Improvement Projects
- School budget

13 - CLOSED MEETING

MOTION:	At 7:09pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel – potential position upgrades, EMS Supervisor position, employee resignation, and County Attorney position.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Second		Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	At 7:51pm, move Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting.”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:			Second	Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE

At 5:52pm, Chair Booker called to order the Regular Meeting of March 15, 2023. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

- *Sycamore Square Speed Study* was added to the agenda under Unfinished Business.

MOTION:	Accept the Agenda, for the March 15, 2023 Regular Meeting of the Board of Supervisors, as amended.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:				Motion	Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

SPECIAL PRESENTATION

- The Board of Supervisors honored Catherine Hobbs for her 8 years of service on the Electoral Board.

4 - COUNTY ADMINISTRATOR’S REPORT

Mr. Dahl reported on the following topics:

Announcements and Updates - New Employees

- Jeffery “Scott” Breeden, Grounds Maintenance Worker I, Facilities Department, Started March 13th
- Bethany “Beth” Jones, CSA Program Assistant , Children's Services Act Department, Started March 14th

Fluvanna County Tire Drop Off and Hazardous Waste Collection

- Saturday, March 25, 2023 at Pleasant Grove Park
- Safe Disposal of Tires, Gasoline, Paints, Thinners, Solvents and Light Bulbs
- Waste collection 10am - 2pm and Tire collection 10am - 12pm
- *Proof of Fluvanna County Residency is required.*
- Arrive Early! Limited Collection Capacity. *When the trucks are full, event will close.*
- No commercial vehicles, no business disposals, no moving trucks, no trailers, no electronics, no asbestos, no tractor tires or big rig tires, 15 tires per resident - all tires must be off rims

Solar Community Meeting

- Pine Gate Renewables Solar from Asheville, NC is proposing to build a 16 Megawatt utility-scale solar energy facility located off of Bremono Road and west of Walkers Lane. We have been working with Pine Gate Solar for the past two years, as they have been preparing wetland analysis studies, and have been developing other solar projects within Virginia.
- Community meeting will be held Thursday, March 23, 2023 at the Fluvanna Community Center, 5725 James Madison Highway with a brief presentation at 6:00 pm and answering questions until 7:30 pm.

Next BOS Meetings:

Day	Date	Time	Purpose	Location
Wed	Mar 22	5:30 PM	BOS Budget Work Session – TBD	Morris Room Admin Bldg
Wed	Apr 5	5:00 PM	Regular Meeting	Performing Arts Center
Wed	Apr 5	7:00 PM	BOS Budget Work Session – TBD	Performing Arts Center

5 - PUBLIC COMMENTS #1

At 8:02pm, Chair Booker opened the first round of Public Comments.

- Perrie Johnson, 229 Pine Ln, asked the Board to advertise the maximum tax rate.
- James Kelley, 363 Manor Blvd, thanked the Board for their support of the schools.
- Rudy Garcia, 802 Rivanna Woods Dr, asked the Board to fully fund the Fluvanna County Community Center renovation.

With no one else wishing to speak, Chair Booker closed the first round of Public Comments at 8:08pm.

6 - PUBLIC HEARING

None.

7 - ACTION MATTERS

Community Service Award Resolution – Steven Welsh, LPC – Eric M. Dahl, County Administrator

- This resolution honors Mr. Welsh’s history of working closely with children and families in Fluvanna County as former Vendor Representative of the Fluvanna County Family and Assessment Team (FAPT) from February, 2019 through January, 2023.

MOTION:	Approve the resolution entitled “COMMUNITY SERVICE AWARD RESOLUTION HONORING STEVEN WELSH.”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Second		Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Advertisement of Proposed Fiscal Year 2024 Operations Budget, Tax Rates, & Capital Improvement Plan – Tori Melton, Finance Director

- During the Budget Work Session, the Board of Supervisors agreed to advertise the amounts and tax rates listed below. Approving the authorization to advertise will allow adequate time to meet the advertising deadline for the Fluvanna Review on March 24, 2023 for publication on March 30, 2023 and April 6, 2023, per Virginia Code Section 15.2-2506.

MOTION:	I move the Board of Supervisors authorize staff to advertise the FY24 Budget, Tax Rates, and Capital Improvement Plan (CIP) for a public hearing on April 12, 2023; the proposed budget amount for FY24 is \$104,261,993 The advertised tax rate are as follows: <div>Real Property\$.845 per \$100 Mobile Homes\$.845 per \$100 Personal Property (Residential)\$4.15 per \$100 Personal Property (Business & Public Utilities)\$2.90 per \$100 Machinery and Tools\$1.90 per \$100</div>				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:				Motion	Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Public Utilities Operator I (Trainee), II, and III Job Description Reclassifications – Robert Popowicz, Asst. Director of Public Works – Utilities and Matthew Mitchell, Utilities Manager

- Mr. Popowicz and Mr. Mitchell gave an overview of the Fluvanna County Public Utilities proposed department structure including proposed job titles, pay bands, and the required professional education and training program.
- The goal is to establish a structure within the Department of Public Utilities that matches the current and future direction of Fluvanna County. Create a career ladder for operators based on skill and education for the purposes of hiring and retaining personnel. Allow for continuity within the Department of Public Utilities that is flexible enough to anticipate future needs. Create an educational program for new operators that assists with obtaining licensure. Provide current operators with education to advance licensure, and provide opportunities for continuing education to allow current operators to maintain and renew licensure.

MOTION:	Approve the reclassification for the Operator I (Trainee) position description from Pay Band 10 to Pay Band 11 to align with the pay scales in the region, effective July 1, 2023.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:				Second	Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	Approve the reclassification for the Operator II position description from Pay Band 12 to Pay Band 13 to align with the pay scales in the region, effective immediately.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Second			Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

- Mr. Dahl noticed a correction was needed on the reclassification of the Operator II position motion and an amended motion was made.

MOTION:	Amend the reclassification for the Operator II position description from Pay Band 12 to Pay Band 13 to align with the pay scales in the region, effective July 1, 2023.				
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MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:				Second	Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	Approve the reclassification for the Operator III position description from a Pay Band 15 to Pay Band 14 to align with the pay scales in the region, effective immediately.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Second			Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Public Utilities Operator IV and Operator V Job Descriptions – Robert Popowicz, Public Works - Director Utilities Division and Matthew Mitchell, Water- Utilities Manager

MOTION:	Approve the position descriptions for a Class IV and a Class V Operators.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Second		Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Utilities System Specialist Position Reclassification – Robert Popowicz, Public Works - Director Utilities Division and Matthew Mitchell, Water- Utilities Manager

MOTION:	Approve the reclassification for the Utilities System Specialist position pay band 16 to the Chief Utilities Operator position pay band 18, with the change to occur when the current Utilities System Specialist obtains all required licensure for the Chief Utilities Operator position, and vacate the Utilities System Specialist position at that time.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Second			Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

7A – BOARDS AND COMMISSIONS

MOTION:	Move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s)/reappointments(s):				
BOARD/COMMISSION/COMMITTEE	APPOINTEES		APPT/ REAPPT	BEGINS TERM	ENDS TERM
Community Policy and Management Team (Court Services Unit seat)	Alexandria Tisdale		Appt	3/16/2023	N/A
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

8 – PRESENTATIONS
None.

9 - CONSENT AGENDA
The following items were discussed before approval:
L - *CRMF - FCHS Tennis Courts* – Don Stribling, FCPS Executive Director
M - *CRMF - FCHS Track Surface* – Don Stribling, FCPS Executive Director

- The following items were approved under the Consent Agenda for March 15, 2023:
- *Minutes of March 1, 2023* – Caitlin Solis, Clerk to the Board
 - *Minutes of March 8, 2023* – Caitlin Solis, Clerk to the Board
 - *Fluvanna County Community Center Commercial Kitchen* – Aaron Spitzer, Director of Parks and Recreation, and Jennifer Schmack, Director of Economic Development
 - *CRMF - Central Elementary Sewer Back Up* – Don Stribling, FCPS Executive Director
 - *CRMF - FCHS Fire Extinguishers* – Don Stribling, FCPS Executive Director

- *CRMF - FCHS Tennis Courts* – Don Stribling, FCPS Executive Director
- *CRMF - FCHS Track Surface* – Don Stribling, FCPS Executive Director

MOTION:	Approve the consent agenda, for the March 15, 2023 Board of Supervisors meeting.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:	Second			Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

10 - UNFINISHED BUSINESS

ZMP 22:04 Vaughn Property Group LLC – Douglas Miles, Community Development Director

- The applicant has requested a second deferral for 90 days, until the June 21, 2023 meeting, pending completion of the wetland delineation study analysis.
- At the Board of Supervisors meeting on January 18, 2023, the applicant requested a 60 day deferral until March 15, 2023, to conduct a wetland delineation study. The board recommended the deferral.
- At its meeting on November 9, 2022 the Planning Commission recommended Approval of ZMP 22:04 Vaughn Property Group LLC (4-0); Mr. Zimmer moved to recommend Approval and Mr. Lagomarsino seconded. AYES: Goad, Zimmer, Lagomarsino, Bibb.

MOTION:	Defer ZMP 22:04 until June 21, 2023.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Second		Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Sycamore Square Speed Study – Eric Dahl, County Administrator

- Mr. Dahl gave the Board an update on the Speed Study requested by Charles White. VDOT will not allow a Blue Line radar posted on public roads. During the discussion with Mr. Dahl, VDOT also brought up the Sycamore Square subdivision has visibility issues like cars parked on the street, blocking visibility; and mail boxes too close to the road also affecting visibility.

Fluvanna County Sign Ordinance – Eric Dahl, County Administrator

- The Board directed staff to bring the sign ordinance back for review after the budget process is over.

11 - NEW BUSINESS

Board of Supervisors Boards, Committees and Commissions Update – Chair Booker asked if the Board of Supervisors had any updates from the Boards on which they are serving.

12 - PUBLIC COMMENTS #2

At 9:28pm, Chair Booker opened the second round of Public Comments.

- Tyler Davis, 4545 Bybees Church Rd, asked the Board what they plan to do on the County’s drug problem in the schools and in Fluvanna County.

With no one else wishing to speak, Chair Booker closed the second round of Public Comments at 9:32pm.

14 - ADJOURN

MOTION:	Adjourn the regular meeting of Wednesday, March 15, 2023 at 9:32pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Second			Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

Mozell H. Booker
Chair



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia
RESOLUTION No. 08-2023

**COMMUNITY SERVICE AWARD RESOLUTION
HONORING STEVEN WELSH**

WHEREAS, Steven Welsh, has been recognized by Fluvanna County’s Community Planning and Management Team and this Community for his selfless devotion to the welfare of the children and families of Fluvanna County and beyond, through outpatient counseling; and

WHEREAS, Mr. Welsh served the community through his work while being a vendor representative on Fluvanna County’s Family Assessment and Planning Team (FAPT) from 2019 - 2023, recognizing the value of having rural-based services available to Fluvanna County’s community; and

WHEREAS, Mr. Welsh collaborated regularly closely with multiple public agencies and private providers in Fluvanna County, to ensure children and families served received and utilized the maximum levels of support for their success; and

WHEREAS, Mr. Welsh has been an inspiration and guiding force for multiple counselors that currently work with Fluvanna County’s children and families through the Children’s Services Act program; and

WHEREAS, Mr. Welsh’s spirit of service and personal investment in the community made Mr. Welsh a true gift to Fluvanna County’s community and set Mr. Welsh apart. Mr. Welsh’s commitment and dedication to the children and families far surpassed the expectations of Steven Welsh, LPC’s role in working with families.

NOW, THEREFORE BE IT RESOLVED, on this 15th day of March 2023, that the Fluvanna County Board of Supervisors does hereby recognize Steven Welsh, for his many contributions to the County as seen through his Community Service, Civic Responsibility, and Innovation.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a Regular Meeting of the Board held on the 15th day of March 2023, by the following vote:

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District	X					
Patricia B. Eager, Palmyra District	X					X
Chris Fairchild, Cunningham District	X					
Anthony P. O’Brien, Rivanna District	X				X	
John M. Sheridan, Columbia District	X					

Attest:

Mozell H. Booker, Chair
Fluvanna County Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB I

MEETING DATE:	April 5, 2023				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors March 22, 2023 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday March 22, 2023, be adopted.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goals(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Minutes for March 22, 2023.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
County Administration Building, Morris Room
March 22, 2023
Work Session Meeting 5:30pm

MEMBERS PRESENT: Mozell Booker, Fork Union District, Chair
Patricia Eager, Palmyra District, Vice Chair
John M. (Mike) Sheridan, Columbia District
Tony O’Brien, Rivanna District
Chris Fairchild, Cunningham District

ABSENT: None.

ALSO PRESENT: Eric M. Dahl, County Administrator
Kelly Harris, Assistant County Administrator
Caitlin Solis, Clerk for the Board of Supervisors

1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE

At 5:31pm, Chair Booker called to order the Work Session Meeting of March 22, 2023. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

BUDGET WORK SESSION

FY24 Budget/CIP Discussion – Eric Dahl, County Administrator, and Tori Melton, Finance Director, in response to questions and queries from the Board, presented FY24 Budget options.

- Dr. Peter Gretz, FCPS Superintendent, Brenda Gilliam, FCPS Executive Director, Dr. James Kelley, FCSB Chair, Palmyra District, Perrie Johnson, FCSB Vice Chair, Fork Union District, answered questions and queries from the Board, regarding the FY24 FCPS Budget request.

14 - ADJOURN

MOTION:	Adjourn the Budget Work Session Meeting of Wednesday, March 22, 2023 at 7:18pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:				Second	Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ATTEST: FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

Mozell H. Booker
Chair

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB J

MEETING DATE:	April 5, 2023				
AGENDA TITLE:	EMS Supervisor New Hire Salary				
MOTION(s):	I move the Board of Supervisors ratify the new hire salary for the Emergency Medical Services Supervisor in the amount of \$74,608.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, County Administrator and Donna Snow, Director of Human Resources				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Effective March 15, 2023.				
DISCUSSION:	The hiring range within the County Administrator's authority for the EMS Supervisor position is between \$59,686 and \$68,639. This request will ratify the increased offer of \$74,608 for the new hire.				
FISCAL IMPACT:	Unknown until all the new Department of Emergency Services positions are hired.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X		X	COAD

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB K

MEETING DATE:	April 5, 2023				
AGENDA TITLE:	Dewberry Project Agreement #18				
MOTION(s)::	<p><u>Motion #1:</u> I move the Board of Supervisors approve the Project Agreement #18 for a Virginia Business Ready Sites Program Site Characterization Report with Dewberry Engineers Inc. in the amount of \$9,975, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.</p> <p><u>Motion #2:</u> I move the Board of Supervisors approve a supplemental appropriation of \$7,475 to the FY23 Economic Development budget to reflect grant funds and external funds as a match for the Virginia Business Ready Sites Program.</p>				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Donna Allen, Purchasing Agent Jennifer Schmack, Director of Economic Development				
PRESENTER(S):	Jennifer Schmack, Director of Economic Development				
RECOMMENDATION:	Approval				
TIMING:	Routine				
DISCUSSION:	Dewberry will provide a Site Characterization Report of identified parcels, to establish Virginia Business Ready Sites Program (VBRSP) site characterization tier level, provide recommendations, and order of magnitude estimates of probable costs to potentially progress the potential development of the site.				
FISCAL IMPACT:	The Economic Development budget will be used to cover the County's portion of the \$2,500 match.				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	<ul style="list-style-type: none"> Dewberry Engineers Inc. – Project Agreement #18 Exhibit 1 – Dewberry Site Characterization Proposal Exhibit 2 – VBRSP Site Characterization Guidelines Exhibit 3 – Map of Properties 				

	<ul style="list-style-type: none">Exhibit 4 – FUMA Letter				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X

PROJECT AGREEMENT # 18
TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR
PROFESSIONAL SERVICES
Site Characterization Report

This Project Agreement #18 (the "Project Agreement") made this ____ day of _____, 202__, between Fluvanna County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and Dewberry Engineers Inc. (the "Consultant"), a New York corporation authorized to transact business in Virginia, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 31st day of October, 2018 (including all exhibits, and as modified by any amendments or addendums thereto the "Agreement"). All defined terms in the Agreement shall have the same meaning in this Project Agreement unless the context used herein requires otherwise.

Whereas, pursuant to the Agreement the County shall issue written task orders to the Consultant as services are needed;

Whereas, the Consultant submitted a proposal letter dated March 24, 2023, "RE: Proposal for Professional Services, Dixie Industrial Park, Fluvanna County, Virginia Business Ready Sites Program Site Characterization Report" (the "Proposal") and made a material part hereof;

Whereas, the County desires that the Consultant complete the work and services set forth in the Proposal, including, without limitation, the services described in the "Scope of Services" section are generally described therein as:

- Site Characterization Report

Whereas, the Consultant desires to perform the work described in the Proposal and this Project Agreement and agrees to complete all work and services necessary and related thereto (together referred to as the "Services" or the "Task Order").

For good and valuable consideration, the parties hereby agree as follows:

ARTICLE I: THE AGREEMENT

The foregoing recitations are incorporated by reference into this Project Agreement.

This Project Agreement is an addendum to and made a material part of the Agreement. The parties hereto agree that except as specifically and expressly modified hereby that Agreement remains in full force and effect and the provisions of the Agreement are incorporated herein and are a material part hereof.

ARTICLE II: TASK ORDER

Consultant shall provide all work and services as needed and necessary or desired to complete Services on the Task Order consistent with all provisions of this Project Agreement, the Proposal and the Agreement.

The County will be receiving a grant (the "Grant") award from the Virginia Economic Development Partnership ("VEDP") under its Virginia Business Ready Sites Program for a Site Characterization Study being the Services performed by the Contractor under this Task Order for

the Site. All Services performed by the Contractor on the Task Order must meet or exceed all requirements of the Grant for a “Tier 5” Site, including without limitation the VEDP Virginia Business Ready Sites Program Site Characterization Guidelines and Applications (FY23) (together with all other requirements of the Grant, the “Grant Requirements”) attached hereto as **Exhibit 2** and incorporated herein as a material part hereof. The Site is depicted in the maps attached hereto as **Exhibit 3** and incorporated herein as a material part hereof. Notwithstanding any other provision of this Project Agreement, the County’s payment is contingent on receipt of the grant funding in the amount of no less than \$5,000 and also the receipt of \$2,500 toward the costs of the Services on the Task Order from the Fork Union Military Academy as set forth in its letter dated January 17, 2023, attached hereto as **Exhibit 4** and upon which the County has relied.

The County’s project manager for technical inquiries relating to this Project Agreement shall be:

Ms. Jennifer Schmack
Director of Economic Development
132 Main Street
Palmyra, VA 22963
Phone: (434) 591-1921
E-mail: jschmack@fluvannacounty.org

Billing inquiries should be directed to Donna Allen, Purchasing Officer, whose contact information appears below in Article VI.

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

The rights and duties of the County and Consultant applicable to the County’s projects under this Project Agreement are set forth in the following Agreement Documents:

- (i) This Project Agreement;
- (ii) Exhibit 1 hereto;
- (iii) Exhibit 2 hereto;
- (iv) Exhibit 3 hereto;
- (v) Exhibit 4 hereto
- (vi) The Agreement including exhibits thereto; and
- (vii) The County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, being a portion of Attachment 1 which is attached to and a part of the Agreement.

Whenever possible, the terms of the above Agreement Documents shall be read together, however in the event of a conflict, the order of preference above shall govern which Agreement Document will control. In other words, (i) shall control over (ii) to (vii) above, and (ii) shall control over (iii) to (vii) and so forth.

ARTICLE IV: FEES

The Consultant shall receive up to a not to exceed total of NINE THOUSAND NINE HUNDRED SEVENTY-FIVE AND NO/100 (\$9,975.00) based on actual time worked; and which shall be payable by the County MONTHLY based on actual time worked upon proper invoice by the Consultant as described herein.

The flat fee is a not-to exceed amounts. The hourly fees up to the not-to-exceed total per task shall be payable by the County upon proper invoice by the Consultant as described herein. The Consultant shall submit invoices to the County monthly for services actually rendered on each subtask and upon final completion. The invoice shall describe the services rendered to date with specificity. The Consultant will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work by the County. No invoice may be provided by the Consultant to the County until the items or services purchased have been delivered to, inspected by and accepted by the County. In no event shall the fees invoiced or due under this Project Agreement exceed \$9,975.00 total. In no event shall the final payments be made until the Project and Task Order are fully completed to the sole satisfaction of the County.

Notwithstanding anything to the contrary contained in the Proposal, the Consultant shall be paid the lower of the hourly rate for the title/type of person actually performing the work set forth the Proposal hereto or the hourly rate set forth in Exhibit 3 to the Agreement (being that Term Contract between County and Architect/Engineer for Professional Services dated October 31, 2018); up to the not-to-exceed fees for the Task Order Services set forth in this Project Agreement. For clarification, the rate charged for a "Project Manager" would only apply if that person was at minimum an "Engineer VI"; and so forth consistent with or less than the rates as set forth in the Agreement. The County shall be billed for increments of an hour based on Consultant's standard procedure except as otherwise required by the Agreement.

The fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

ARTICLE V: TERM

Consultant shall with due diligence and dispatch assiduously pursue this Task Order to completion in strict conformance with the Schedule set forth in the Proposal. In any event such Services and work on this Task Order must be completed to the sole satisfaction of the County no later than 90 days from the County's signature to this Project Agreement or sooner if required by the Grant Requirements. Time being of the essence.

ARTICLE VI: MISCELLANEOUS

As appropriate to the context, the singular will include the plural and vice versa, and reference to one gender will include the others. This Project Agreement may be executed in one or more counterparts, each of which will be considered the Project Agreement for all purposes of proof. In addition to allowing electronic signatures upon an electronic copy of this Project Agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Project Agreement contains the entire understanding of

the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Project Agreement. This Project Agreement will be binding upon and inure to the benefit of the respective parties and their successors. This Project Agreement is not assignable by either party, except by operation of law. The legal address for the County and for the Consultant and the addresses for delivery of Notices and other documents related to the administration of this Project Agreement are as follows:

County:

ATTN: Donna Allen, Purchasing Officer
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone (434) 591-1930
FAX (434) 591-1911

Consultant:

Dewberry Engineers Inc.
ATTN Dan Villhauer
4805 Lake Brook Drive, Suite 200
Glen Allen, VA 23060
Telephone: (804) 290-7957
Facsimile: (804) 290-7928

Any party may substitute another address for the one set forth above by giving a notice in the manner required. Any notice given by mail will be deemed to be received on the fifth (5th) day after deposit in the United States mail. Any notice given by hand will be deemed to be received when delivered. Notice by courier will be deemed to have been received on the date shown on any certificate of delivery.

[Signature page to follow.]

In witness whereof the undersigned duly authorized representatives have executed this Project Agreement on the dates set forth beside their respective signatures.

Consultant:
Dewberry Engineers Inc.

County:
Fluvanna County

By: _____ Date: _____ By: _____ Date: _____

Name: _____ Name: _____

Title: _____ Title: _____

Approved as to form:

By: _____

Fluvanna County Attorney, by Kristina M. Hofmann, Deputy Fluvanna County Attorney



Dewberry Engineers Inc.
4805 Lake Brook Drive, Suite 200
Glen Allen, VA 23060-9278

804.290.7957
804.290.7928 fax
www.dewberry.com

March 24, 2023

Fluvanna County
Attn: Jennifer Schmack
Economic Development Director
132 Main Street
Palmyra, VA 22963

RE: Proposal for Professional Services
Dixie Industrial Park, Fluvanna County
Virginia Business Ready Sites Program Site Characterization Report

Dear Ms. Schmack,

Dewberry Engineers Inc. (Dewberry) appreciates the opportunity to present our proposal to Fluvanna County (Client) to provide a Virginia Business Ready Sites Program (VBRSP) site characterization report for the proposed Dixie Industrial Park located in Fluvanna County, Virginia. Refer to Figure 1-Dixie Industrial Park Location Map.

SCOPE OF SERVICES

1. Site Characterization Report

Dewberry understands the Client would like a site characterization report to establish the proposed Dixie Industrial Park's VBRSP site characterization tier level and provide recommendations and order of magnitude estimates of probable costs to potentially progress the potential development of the Dixie Industrial Park. We propose to complete the following tasks to achieve this goal.

- a. Kick-off Meeting and Data Review: Dewberry will meet with the Client to understand current development and prospect activities, if any, related to the property and Fluvanna County. Concurrent with the meeting, our team will complete a site visit. Prior to or at the kick-off meeting, the Client will provide the following information to Dewberry, as available.
 1. Previous studies and reports, including, but not limited to, preliminary engineering reports, Water of the US (WOUS) delineations and determinations, historical and cultural resources, threatened and endangered species, geotechnical, and phase 1 environmental site assessments.
 2. Plans for existing and future developments in PDF and CAD format, if available.
 3. Access to Fluvanna County's latest LiDAR topographic files in CAD-compatible format and/or GIS information.
- b. Report Development: Using the information provided by Fluvanna County and other readily available information, Dewberry will complete the following tasks.
 1. Exhibits: Prepare the following exhibits to inform and include the report.
 - a. Location Map
 - b. Zoning
 - c. FEMA Federal Insurance Rate Map encompassing the site area
 - d. Concept Development Plan

Ms. Jennifer Schmack
 Dixie Industrial Park / Fluvanna County
 Virginia Business Ready Sites Program Site Characterization Report
 March 24, 2023

The concept development plan will include the following elements.

- a. Road improvements and extensions, utility extensions, and potential lot/site divisions
 - b. Concept building, site circulation, and parking scenario for each lot/site
2. Opinions of Probable Development Costs: Develop order of magnitude opinions of probable costs (OOM estimate) based on the concept development plan. The OOM estimates will include professional service fees and construction costs to advance the future Dixie Industrial Park per VBRSP tier level to the 'shovel-ready' Tier 5.
 3. Narrative: Compile a high-level summary of our findings and recommendations. The following are typical topics to be covered in the report.
 - a. General site information, including location, access, and zoning
 - b. Existing conditions, including WOUS (streams and wetlands), floodplains, soils, topography, historical and cultural resources, threatened and endangered species, and other potential environmental issues
 - c. Existing and proposed infrastructure, including water, wastewater (sanitary sewer), stormwater management, electric, gas, fiber, communications, and roadways
 - d. Concept development plan scenarios, OOM estimates, and recommendations

SCHEDULE

Upon your notice to proceed, we will meet with you to develop a mutually acceptable schedule.

FEES AND CONTRACT TERMS

Dewberry will provide the tasks listed above in the Scope of Services on an Hourly not to Exceed (HNTE) basis with a budget of **\$9,975**. Refer to **Attachment A** for breakdown of manhours and fee. Services under this agreement will be provided in accordance with the terms and conditions of Dewberry's Term Agreement for Professional Engineering Services, which is incorporated into this proposal by reference.

SPECIAL CONDITIONS AND QUALIFICATIONS

1. Dewberry will process any plan, plat, report, or other submittals subject to this proposal/contract in a professional and timely manner; however, Dewberry makes no representations or warranties with respect to the length of time required for the review and approval of any plan, plat, study, waiver and other submittals by the reviewing authorities and entities, public or private. Any schedules required by the Client and prepared by Dewberry are prepared strictly with the understanding that such schedules are based on prior experience and are prepared for planning purposes as information only for the convenience of the Client are subject to change.
2. Services are limited to the area shown on the attached Figure 1.
3. Additional requested meetings above those included in the scope of services may require a fee amendment to this proposal.
4. This proposal is based upon our current understanding of local, state, and federal requirements and regulations at the time of this proposal and our understanding of the project as described herein. Any modifications to these requirements and regulations, or other requirements not provided for herein that require additional services will be performed by Dewberry on a negotiated fee basis.

EXCLUSIONS

Ms. Jennifer Schmack
Dixie Industrial Park / Fluvanna County
Virginia Business Ready Sites Program Site Characterization Report
March 24, 2023

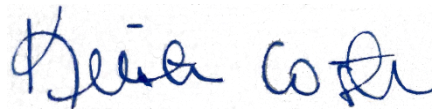
- Master planning, preliminary engineering reports, and preliminary design documents.
- Traffic impact analysis and studies.
- Development of permit and construction documents and plans. The plans may include mass grading, road design, utility extensions and connections, pedestrian and vehicular circulation and parking, including an access road(s) into the site, landscaping or other final site improvements outside the proposed buildings.
- Boundary or topographic surveys, preparation of easement or rights-of-way plats for recordation purposes.
- Environmental studies or reports, including, but not limited to, phase 1 or 2 environmental site assessments and environmental Justice Studies.
- WOUS studies or mitigation plans.
- Cultural, historical, and threatened and endangered species studies and/or mitigation plans.

We look forward to the opportunity to serve Fluvanna County on this project. If you have any questions, or if you require additional information, please feel free to contact us.

Sincerely,



Devin M. Keeler, PE, LEED AP
Vice President, Business Unit Manager
D 804.205.3321 C 804.205.7104
dkeeler@Dewberry.com



Kristen Costello
Market Segment Leader
D 804.551.9345 C 804.543.2052
kcostello@Dewberry.com

Attachments: Figure 1: Dixie Industrial Park Location Map
Attachment A

cc: Kevin Pennock, PE, Senior Associate, Senior Project Manager
Dan Villhauer, PE, Vice President

Ms. Jennifer Schmack
Dixie Industrial Park / Fluvanna County
Virginia Business Ready Sites Program Site Characterization Report
March 24, 2023

FIGURE 1



Fluvanna County											
Dixie Industrial Park Virginia Business Ready Sites Program Site Characterization Report											
Attachment A - Work Breakdown Structure and Cost Estimate											
	Task/Subtask	QA/QC (Engineer VIII)	Sr. Project Manager (Engineer VII)	Project Engineer (Engineer IV)	Staff Engineer (Engineer II)	CADD Technician III	Other Direct Costs	Totals			
	Task a: Kick-off Meeting & Data Review										
1	Project Kickoff Meeting	0	4	0	0	0					4
2	Data Review	0	2	0	6	0					8
	Subtotal Hours	0	6	0	6	0	N/A				12
	Subtotal Cost	\$ -	\$ 1,140.00	\$ -	\$ 660.00	\$ -	\$ -	\$ 1,800.00			
	Task b: Report Development										
1	Exhibits	1	4	2	10	20					37
2	OOM Estimate	1	6	0	2	2					11
3	Narrative	1	6	2	5	0					14
	Subtotal Hours	3	16	4	17	22	N/A				62
	Subtotal Cost	\$ 615.00	\$ 3,040.00	\$ 560.00	\$ 1,870.00	\$ 2,090.00	\$ -	\$ 8,175.00			
	Total Labor Costs Tasks a and b										
	Task a: Kick-off Meeting & Data Review		\$ 1,800.00								
	Task b: Report Development		\$ 8,175.00								
	Tasks a & b Total Fee		\$ 9,975.00								



**VIRGINIA BUSINESS READY SITES
PROGRAM**

**SITE CHARACTERIZATION GUIDELINES
AND APPLICATION**

(FY23)

VIRGINIA BUSINESS READY SITES PROGRAM (VBRSP)
Site Characterization Guidelines and Application

(FY23)

The Virginia Business Ready Sites Program (VBRSP) was established pursuant to § 2.2-2238 C. of the Code of Virginia of 1950, as amended (the Code), to identify and assess the readiness of potential industrial or commercial sites in the Commonwealth of Virginia (the Commonwealth) for marketing for industrial or commercial economic development purposes, thereby enhancing the Commonwealth's infrastructure and promoting the Commonwealth's competitive business environment.

The initial step under the VBRSP is to conduct Site Characterization for a potential site. A licensed civil engineer or equivalent (Site Development Professional) will conduct Site Characterization by:

- (i) assessing the site to establish the current level of existing development;
- (ii) evaluating the additional development required to bring the site to higher Tier Levels (through Tier 5) and estimating the costs of such development; and
- (iii) designating to such site one of the Site Characterization Tier Levels set forth in Appendix A; and
- (iv) creating a Site Characterization Report containing the elements set forth in Appendix C.

The information contained in the Site Characterization Report will provide insight on development opportunities and challenges presented by the site, and the related cost estimates – essential information for making informed decisions regarding further investment in the site.

Site Characterization Grant

Site Characterization Grants are available to reimburse for retaining a Site Development Professional for Site Characterization and receiving a designated Site Characterization Tier Level and Site Characterization Report.

The maximum Site Characterization Grant awarded to an applicant will be 50% of the cost of site assessment, up to \$5,000. A 1:1, state to local match is required (Local Match). The applicant is responsible for covering any remaining amount of the cost of Site Characterization. Such match must be in cash and may be funded from public and/or private sources. Funds previously expended on other work related to the site will not be considered a part of the match.

Eligible Applicant

An applicant for a Site Characterization Grant must be:

- (i) counties, cities, and towns of the Commonwealth, and local industrial or economic development authorities created in accordance with the laws of the Commonwealth (each, a “Locality”); and
- (ii) regional industrial or economic development authorities created in accordance with the laws of the Commonwealth (each, a “Regional Authority”).

Eligible Site

An applicant may apply for a Site Characterization Grant for a site of at least 25 acres suitable for industrial or commercial development that:

- (i) counties, cities, and towns of the Commonwealth, and local industrial or economic development authorities created in accordance with the laws of the Commonwealth (each, a “Locality”); and
- (ii) regional industrial or economic development authorities created in accordance with the laws of the Commonwealth (each, a “Regional Authority”).

Application

An applicant must submit a VBRSP Site Characterization Grant Application (provided at vedp.org/vbrsp) for evaluation by the Project Review Committee. The Project Review Committee is a project management team that oversees the VBRSP and reviews project applications, supported by relevant subject matter experts on an as-needed basis.

The Project Review Committee will accept VBRSP Site Characterization Grant Applications on a rolling basis beginning October 1 of each fiscal year, until the monies available for the Site Characterization portion of the VBRSP for that fiscal year have all been allocated. Site Characterization Grants can be applied for in advance of characterizing the site, or can be applied for to reimburse the applicant for a characterization that has already occurred and been paid for, so long as the characterization occurred within the fiscal year in which the applicant is applying. For purposes of VBRSP, a fiscal year is defined as running from July 1st of each year to June 30th of the following year.

An applicant will be required to: (i) provide specific site information including site ownership; (ii) describe the costs associated with the Site Characterization and include an estimate or invoice, if available; (iii) evidence of the Local Match; (iv) and provide the full Site Characterization Report containing the elements specified in Appendix C to these Guidelines, following completion of the characterization.

The Project Review Committee has the sole discretion to award a Site Characterization Grant.

Award and Disbursement

An applicant will be informed of the Project Review Committee's decision to award a Site Characterization Grant.

If the Site Characterization has already been made, the Site Characterization Tier Level will be recorded by VEDP, a letter confirming the Site Characterization Tier Level will be issued, and the Site Characterization Grant will be disbursed.

If the Site Characterization has not already been made, the Site Characterization must be completed within 90 days of the award. Upon completion, the grantee must submit a Site Characterization Report. At such time, the Site Characterization Tier Level will be recorded by VEDP, a letter confirming the Site Characterization Tier Level will be issued, and the Site Characterization Grant will be disbursed.

APPENDIX A

Site Characterization Tier Levels

An applicant will retain a Site Development Professional to assess a site and to designate one of the following Site Characterization Tier Levels to such site:

Tier 1: *Site is under (a) public ownership, (b) public/private ownership, or (c) private ownership, and of which such owner(s) are agreeable to marketing the site for economic development purposes and allowing access to the property for site assessment and marketing purposes. The site has no established sales price, has minimal or no infrastructure, and has been subject to minimal or no due diligence.*

Tier 2: *Site is under (a) public ownership, (b) public/private ownership, or (c) private ownership with an option agreement or other documentation of a commitment by the private owner(s) to a competitive sales price; permit access to the site for site assessment, construction, and marketing; and market the site for industrial or commercial economic development purposes. Comprehensive Plan reflects that the site is intended for industrial or commercial development land use, but site is not zoned as such and a rezoning hearing needs to be scheduled. Preliminary evaluation is complete to confirm site has minimal or no infrastructure and/or minimal or no due diligence in place.*

Tier 3: *Site is zoned for industrial or commercial development land use. Site could have minimal or no infrastructure in place. Due diligence is complete including, but not limited to, a waters of the US (wetlands and streams) delineation with US Army Corps of Engineers approval within the last five years (i.e. a Preliminary Jurisdictional Determination or Approved Jurisdictional Determination letter), geotechnical borings and preliminary evaluation (i.e. Preliminary Geotechnical Report), boundary survey with easements and encumbrances identified (ALTA preferred), one-foot topographic survey completed for the purposes of design or real property improvements signed and sealed by a duly licensed professional in the Commonwealth of Virginia, a current cultural resources review, a current threatened and endangered species review, a Phase I Environmental Site Assessment within the last five years and, if necessary, a floodplain study or geological / karst evaluation. Master planning and preliminary engineering work is complete with associated reports and estimated costs and timelines for infrastructure development quantified.*

Tier 4: *Site is positioned to support development such that building construction can take place in 12-18 months or less, with all infrastructure improvements in place, or plans for necessary infrastructure improvements completed and approved and deemed deliverable within 12-18 months by a licensed Professional Engineer in the Commonwealth of Virginia. All infrastructure permit issues are identified and quantified.*

Tier 5: *Site is considered “shovel ready” with all site permits in place or identified such that building construction can begin as soon as necessary land disturbance permits can be obtained by prospective industry.*

In addition to providing the current Tier Level, the Site Development Professional will provide a list of tasks required to move the site to the next Tier Level and the estimated costs to perform those tasks.

See the example Characterization Report as a guide.

APPENDIX B

VBRSP Site Characterization Application

Application Instructions

Carefully review the VBRSP Site Characterization Guidelines and the before completing and submitting an application.

Applications will be accepted, on a rolling basis, beginning July 1st of the fiscal year, until the monies available for the Site Characterization step of the VBRSP have all been allocated. Only timely-filled, completed applications will be considered.

Use the Provided Format: Applicants must use the format provided and respond using a font size of no less than 12.

Use the Space Provided: All questions should be answered within the space provided. The following **List of Attachments*** are required, as applicable, and must be placed at the end of the application, and listed in order:

- Attachment A - Documentation of Ownership
- Attachment B - Site Characterization Report (Reimbursement)
- Attachment C - Assessment Invoice or Estimate
- Attachment D - Applicant' s W-9

* In some cases, more than one document may be needed for a particular attachment. In this instance, please label the documents A1, A 2, and so forth.

Application Questions and Submittal: Applications will be accepted on a rolling basis until funds are depleted. Application must be submitted **electronically**.

Submit questions and applications to:

VBRSP Project Review Committee
Virginia Economic Development Partnership
(804) 545 5786
sites@vedp.org

Applicant Name(s): Fluvanna County

Primary Contact Information:

Fluvanna County Economic Development
Jennifer Schmack, Director
132 Main Street | PO Box 540 | Palmyra, Virginia 22963
jschmack@fluvvannacounty.org | (434) 591-1921

Site Identification: N: 3807727, E: 11558737 | James Madison Highway, Fork Union, Virginia 23055

iVS Property ID: 298968

Site Ownership: Privately owned by: Fork Union Military Academy Real Estate Foundation

Site Description:

600+/- acres, currently zoned A-1. The site is just outside the northern boundary of the Fork Union Community Planning Area (CPA). As part of the Comprehensive Planning process, this CPA has been recommended to extend to the Dixie area, creating a Rural Crossroads initiative, and will include these parcels.

Site Characterization Firm: Dewberry

Site Assessment Cost and Grant Request:

Dewberry Estimate: \$10,000 (Attachment C)
VEDP VBRSP Grant Request: \$5,000

Source of Local Match:

Public/Private Partnership: Fluvanna County \$2,500 and Fork Union Military Academy \$2,500.

Connection with Local/Regional Strategies and Assets:

The property sits at the crossroads of Route 15 and Route 6. Route 15 is the North/South axis of the county leading to Louisa and Buckingham. Route 6 is the East/West axis, connecting the historic Towns of Columbia and Scottsville in Albemarle County. Fork Union is a community that has seen many changes in recent years and is in need of business development to restore its former business center. Fork Union Military Academy, one of the County's major employers, currently has 311 students enrolled. Columbia, located on the boundary of Fluvanna, Goochland, and Cumberland, is a historic town that in recent years has benefitted from FEMA and CDBG grants, helping to stabilize the existing neighborhood.

The county's Economic Development Strategic Plan was adopted by the Board of Supervisors in September 2022. The plan prioritizes infrastructure development, business ready sites, and further identifies Columbia and Fork Union as communities in need of revitalization efforts.

The lack of prepared or project ready sites has impeded the Central Virginia region's ability to attract investment and compete for economic development projects. GO Virginia Region 9 Council's Growth & Diversification Plan (and the Plan Updates) states site development as a

high priority and the Central Virginia Partnership's 5 year strategic plan has "develop product (land and buildings" as the top strategy for elevating the region to achieve growth throughout the region. The Partnership encourages every locality in its footprint, including Fluvanna County, to prioritize and advance sites so that our region can have a portfolio of sites available to retain existing businesses and attract target sector companies.

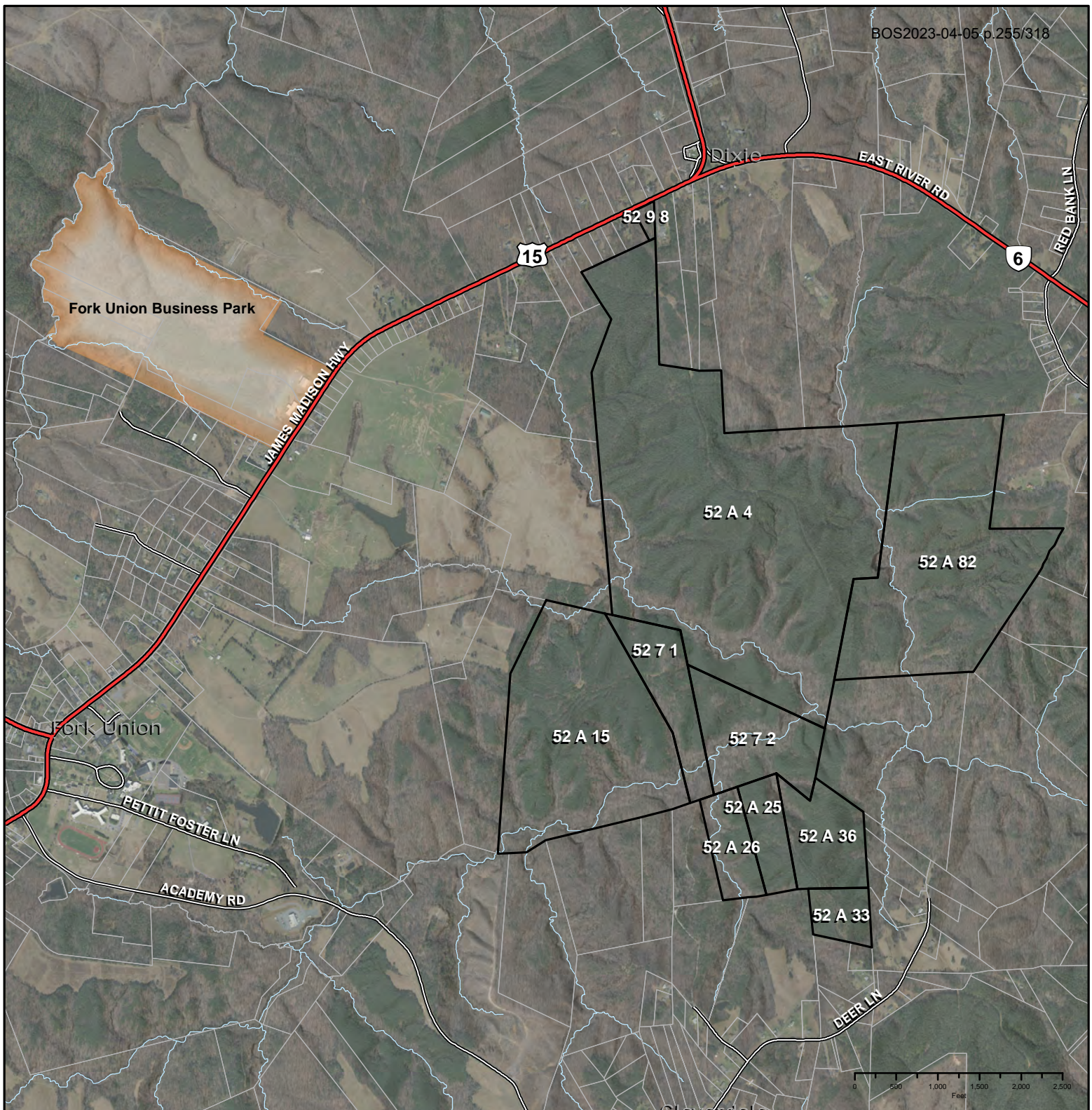
APPENDIX C

VBRSP Site Characterization Report Requirements

The Site Development Professional shall complete a Site Characterization Report, containing the following elements:

- A Site Characterization Letter which designates the site one of the Site Characterization Tier Levels set forth in Appendix A.
- A summary of key site characteristics, including:
 - Acreage
 - Buildout Potential (SF)
 - Yield (SF/Acre)
 - Current Zoning / Land Use
 - The nearest four-lane highway, and the distance to that highway
 - The nearest interstate, and the distance to that interstate
 - The providers of the site's water, sewer, natural gas, power, and telecom services (if available)
- A summary of due diligence completed to date
- A summary of wet utility infrastructure
- A summary of dry utility infrastructure
- A summary of site transportation and access
- A summary of site features
- A description of the Tier assignment including:
 - The site's current Tier Level
 - The additional tasks needed to reach the next Tier Level and further Tier Levels
 - The estimated costs associated with those tasks
- Relevant maps of the site, including:
 - An aerial and environmental map
 - A map of the site's utilities
 - A map of development constraints on the site
 - A schematic build-out map

See the example Characterization Report as a guide.

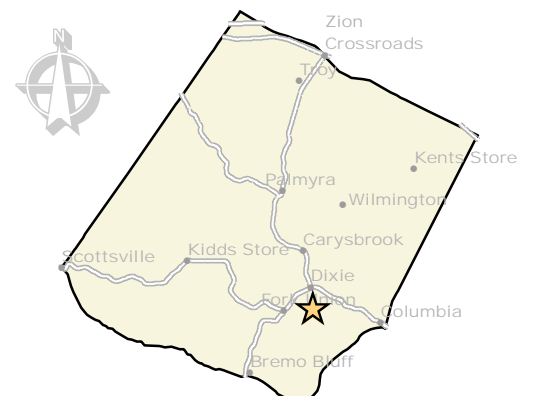


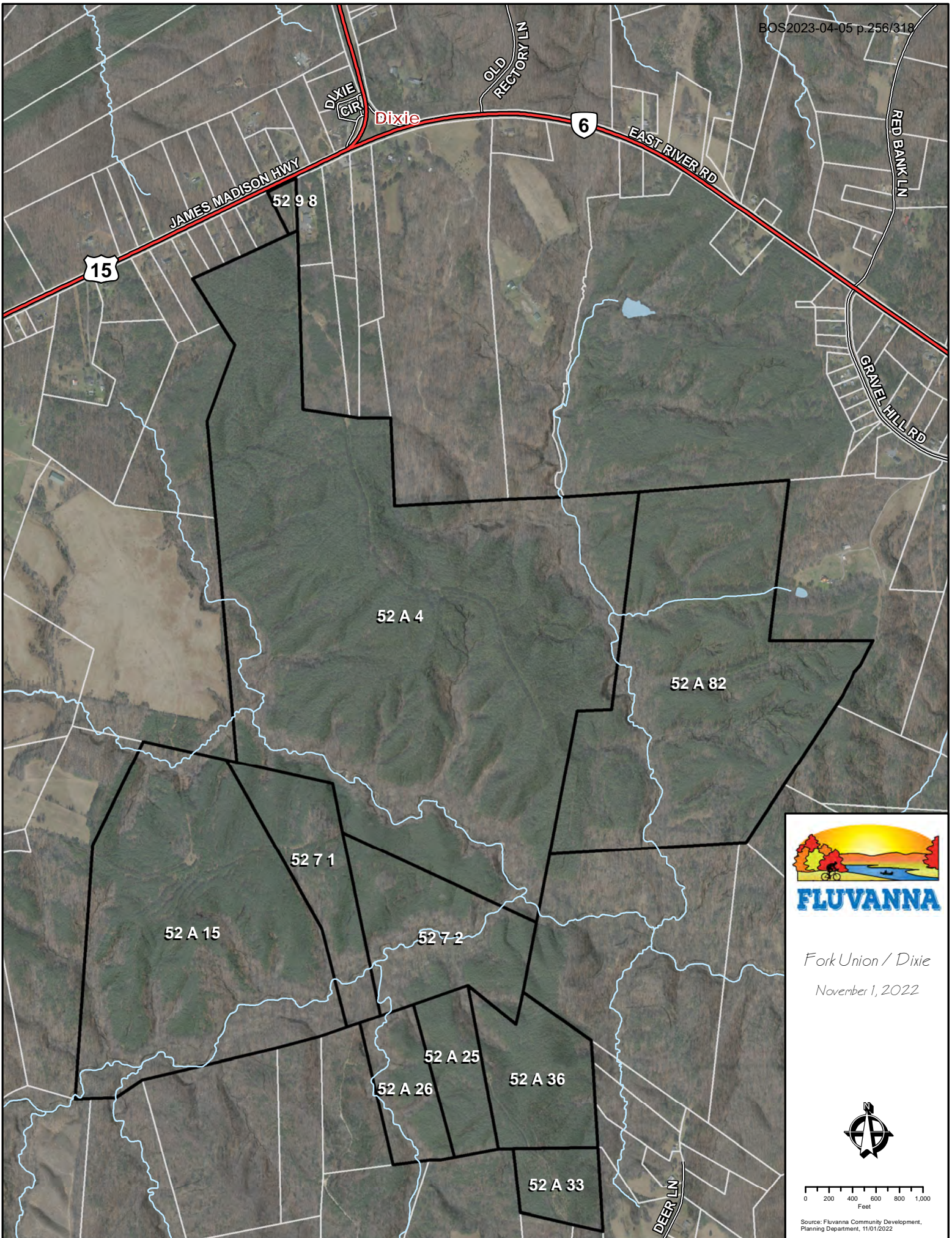
Fork Union / Dixie

November 4, 2022



Source: Fluvanna Community Development, Planning Department, 11/04/2022





Fork Union / Dixie
November 1, 2022



0 200 400 600 800 1,000
Feet

Source: Fluvanna Community Development,
Planning Department, 11/01/2022



January 17, 2023

VBRSP Project Review Committee
Virginia Economic Development Partnership
sites@vedp.org

The FUMA Foundation fully supports a Site Characterization Study to be conducted on the identified 600+ acres of property owned by the FUMA Properties LLC which is managed by the FUMA Foundation, and believes it is an excellent example of how the VBRSP program encourages local public/private collaboration. As conceived, the study will better position Fluvanna County to compete for new economic development projects.

To provide for the County's project participation, The FUMA Foundation agrees to allocate \$2,500.00 to provide matching funds towards this Site Characterization Study.

Please do not hesitate to contact me, should additional information be required.

Sincerely,

Stephen M. Magek
Chief of Staff
Fork Union Military Academy

FORK UNION MILITARY ACADEMY



Capital Reserve Maintenance Fund Request

TAB L

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of \$36,292.00 for the purpose(s) of:

Replacement of Hot Water Heating Boiler for heating in cold months at the Public Works Maintenance Shop located at Carysbrook

Section 1 - REQUEST

Requesting Department/Agency Public Works	Dept/Agency Contact Dale Critzer	Date of Request 03/22/2023
Phone (434) 591-1925	Fax (434) 591-1924	Fiscal Year FY23

Reserve Fund Purpose Category: **Ongoing facility or equipment maintenance requirements**

Description of Project/Repair	Qty	Unit Price	Total Price
Lochinvar Propane Boiler and Complete Install	1	\$32,750.00	\$32,750.00
Propane Tank , Concrete Pad and Install	1	\$3,542.00	\$3,542.00
			\$0.00
			\$0.00

Total Request: **\$36,292.00**

Description and justification for proposed use.

The existing hot water boiler heats the entire shop during the cold months . It is pre-1990 and does leak water when under pressure due to restrictions in the water journals and is not repairable .
Parts are obsolete or very hard to find ,so maintenance repairs have become difficult as this unit is inspected every 2 years by Virginia State Inspectors for safety and operation and MUST pass inspection or operation is denied until repairs are made .

Department/Agency Head Name Assistant Director of Public Works	Signature Dale Critzer <small>Digitally signed by Dale Critzer Date: 2023.03.22 10:50:11 -04'00'</small>	Date 03/22/2023
--	---	---------------------------

Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director Tori Melton <small>Digitally signed by Tori Melton Date: 2023.03.29 16:15:20 -04'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator Eric Dahl <small>Digitally signed by Eric Dahl Date: 2023.03.29 16:27:11 -04'00'</small>	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
---	---------------	----------



Capital Reserve Maintenance Fund Request

TAB M

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of \$17,300.00 for the purpose(s) of:

Purchase and install dump body on 2001 Ford F-550 Brush truck that was transfered from Fork Union Fire Department to Public Works

Section 1 - REQUEST

Requesting Department/Agency Public Works PW23-005	Dept/Agency Contact Dale Critzer	Date of Request 03/30/2023
Phone (434) 591-1925	Fax (434) 591-1924	Fiscal Year FY23

Reserve Fund Purpose Category: **Non-recurring project**

Description of Project/Repair	Qty	Unit Price	Total Price
Remove Fire Dept. brush truck body and purchase /install dump body	1	\$15,800.00	\$15,800.00
Contingency for unforeseen issues	1	\$1,500.00	\$1,500.00
			\$0.00
			\$0.00

Total Request: **\$17,300.00**

Description and justification for proposed use.

Public Works was handed down a 2001 Ford F-550 brush truck from the Fork Union Fire Dept. We would like to remove the brush truck body and install a dump body for everyday use and hauling needs .

Department/Agency Head Name Assistant Director of Public Works	Signature Dale Critzer <small>Digitally signed by Dale Critzer Date: 2023.03.30 10:32:07 -04'00'</small>	Date 03/30/2023
--	---	---------------------------

Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director Tori Melton <small>Digitally signed by Tori Melton Date: 2023.03.30 13:57:41 -04'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator Eric Dahl <small>Digitally signed by Eric Dahl Date: 2023.03.31 10:50:40 -04'00'</small>	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB N

MEETING DATE:	April 5, 2023				
AGENDA TITLE:	Job Description update Communication Officer to Communication Officer I				
MOTION(s):	I move the Board of Supervisors to approve the Job Description update changing the Communication Officer to a Communication Officer I				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Donna Snow, Director of Human Resources				
PRESENTER(S):	Donna Snow, Director of Human Resources				
RECOMMENDATION:	Approve the job description for Communication Officer I				
TIMING:	Immediate				
DISCUSSION:	The job description for the Communication officer has been updated to reflect a minor change in the position title, to a Communication Officer I, as the County now offers positions as a Communication Officer I and Communication Officer II positions for employees that are hired and or become Emergency Medical Dispatch (EMD) certified while working here.				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	<ul style="list-style-type: none"> Job Description – Communication Officer I (Redlined) Job Description –Communications Officer I (Final) 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				X	



Fluvanna County, Virginia
E911 Center
Job Description

COMMUNICATIONS OFFICER I

Job Class #:	6211
Pay Grade:	13
Category:	Full-time, with Benefits/Part-time no benefits
FLSA Status:	Non-exempt
Reports To:	Communications Supervisor and/or Communications Team Lead

SUMMARY

Performs intermediate skilled clerical and responsible technical work dispatching law enforcement, fire, rescue and other equipment and personnel usually in response to emergency situations; does related work as required. Work is performed under the regular supervision of the Communications Supervisor and/or Communications Team Lead

ESSENTIAL FUNCTIONS

Receiving, classifying, processing, and dispatching all emergency and nonemergency calls for service utilizing computer-aided dispatch and other computer-related systems; assisting public with informational requests; forwarding other calls to appropriate person and performing data entry; must be able to work all shifts.

- Receives law enforcement, fire, rescue and related service requests and calls.
- Receives and properly classifies Emergency Medical calls and provides medical direction by following designated EMD program protocols.
- Operates radios, telephone switchboard, alarm systems, recording devices and computer terminals.
- Dispatches emergency and non-emergency equipment and personnel where and when needed.
- Receives and forwards informational requests, complaints and other calls for County departments and other agencies.
- Receives and transmits messages by radio and maintains radio log.
- Operates teletype terminals on NCIC/VCIN networks; monitors VCIN computer; provides information to officers; inputs and retrieves data.
- Keeps in telephone contact with caller when situation dictates.
- Call-back coverage required for callouts or emergency situations.
- Must be able to work all shifts (no exceptions).
- Performs general custodial duties in assigned areas.
- Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- General knowledge of the methods of operating the communications system.
- General knowledge of radio and teletype procedures.
- General knowledge of the geography of the County and location of important buildings.
- Ability to type and enter data at a reasonable rate of speed.
- Ability to speak distinctly.
- Ability to solve problems within scope of responsibility.

- Ability to deal courteously with the public under stressful conditions.
- Ability to establish and maintain effective working relationships with associates and the public.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

- Any combination of education and experience equivalent to graduation from high school.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires reaching, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word, and conveying detailed or important instructions to others accurately, loudly, or quickly; hearing is required to perceive information at normal spoken word levels, and to receive detailed information through oral communications and/or to make fine distinctions in sound; visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

SPECIAL REQUIREMENTS

- Ability to obtain Communications Officer Certification within one year of employment.
- Ability to obtain VCIN certification within 3 months of employment.
- Ability to obtain EMD (Emergency Medical Dispatch) certification and any mandatory related courses within one year of employment
- Ability to obtain NIMS ICS 100 and 700 within 30 days of hire.
- Ability to obtain CPR within 6 months of employment.
- Ability to complete the required on-the-job training program and work independently within one year
- Ability to complete all needed continuing education requirements for retention of certifications.

POST OFFER REQUIREMENTS

- Criminal Background Check

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
March 1, 2023	March 1, 2023	March 1, 2023	



Fluvanna County, Virginia
E911 Center
Job Description

COMMUNICATIONS OFFICER I

Job Class #:	6211
Pay Grade:	13
Category:	Full-time, with Benefits/ Part-time no benefits
FLSA Status:	Non-exempt
Reports To:	Communications Supervisor and/or Communications Team Lead

SUMMARY

Performs intermediate skilled clerical and responsible technical work dispatching law enforcement, fire, rescue and other equipment and personnel usually in response to emergency situations; does related work as required. Work is performed under the regular supervision of the Communications Supervisor and/or Communications Team Lead

ESSENTIAL FUNCTIONS

Receiving, classifying, processing, and dispatching all emergency and nonemergency calls for service utilizing computer-aided dispatch and other computer-related systems; assisting public with informational requests; forwarding other calls to appropriate person and performing data entry; must be able to work all shifts.

- Receives law enforcement, fire, rescue and related service requests and calls.
- Receives and properly classifies Emergency Medical calls and provides medical direction by following designated EMD program protocols.
- Operates radios, telephone switchboard, alarm systems, recording devices and computer terminals.
- Dispatches emergency and non-emergency equipment and personnel where and when needed.
- Receives and forwards informational requests, complaints and other calls for County departments and other agencies.
- Receives and transmits messages by radio and maintains radio log.
- Operates teletype terminals on NCIC/VCIN networks; monitors VCIN computer; provides information to officers; inputs and retrieves data.
- Keeps in telephone contact with caller when situation dictates.
- Call-back coverage required for callouts or emergency situations.
- Must be able to work all shifts (no exceptions).
- Performs general custodial duties in assigned areas.
- Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- General knowledge of the methods of operating the communications system.
- General knowledge of radio and teletype procedures.
- General knowledge of the geography of the County and location of important buildings.
- Ability to type and enter data at a reasonable rate of speed.
- Ability to speak distinctly.
- Ability to solve problems within scope of responsibility.

- Ability to deal courteously with the public under stressful conditions.
- Ability to establish and maintain effective working relationships with associates and the public.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

- Any combination of education and experience equivalent to graduation from high school.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires reaching, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word, and conveying detailed or important instructions to others accurately, loudly, or quickly; hearing is required to perceive information at normal spoken word levels, and to receive detailed information through oral communications and/or to make fine distinctions in sound; visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

SPECIAL REQUIREMENTS

- Ability to obtain Communications Officer Certification within one year of employment.
- Ability to obtain VCIN certification within 3 months of employment.
- Ability to obtain EMD (Emergency Medical Dispatch) certification and any mandatory related courses within one year of employment
- Ability to obtain NIMS ICS 100 and 700 within 30 days of hire.
- Ability to obtain CPR within 6 months of employment.
- Ability to complete the required on-the-job training program and work independently within one year
- Ability to complete all needed continuing education requirements for retention of certifications.

POST OFFER REQUIREMENTS

- Criminal Background Check

Department Head Recommended:	HR Director Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
March 1, 2023	March 1, 2023	March1, 2023	

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB O

MEETING DATE:	April 5, 2023				
AGENDA TITLE:	Job Description update Communications Team Lead				
MOTION(s):	I move the Board of Supervisors to approve the Job Description update for Communications Team Lead position.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Donna Snow, Director of Human Resources				
PRESENTER(S):	Donna Snow, Director of Human Resources				
RECOMMENDATION:	Approve the job description for the Communications Team Lead				
TIMING:	Immediate				
DISCUSSION:	The job description for the Communications Team Lead has been updated to reflect the essential functions, knowledge, skills and abilities and also the working conditions and physical requirements for the position.				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	<ul style="list-style-type: none"> Job Description – Communication Team Lead (Redlined) Job Description –Communications Team Lead (Final) 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				X	



Fluvanna County, Virginia
E911 Center
Job Description

COMMUNICATIONS TEAM LEAD

Job Class #:	6212
Pay Grade:	15
Category:	Full-time, with Benefits
FLSA Status:	Non-exempt
Reports To:	Communications Supervisor

SUMMARY

Under regular supervision, the Communications Team Lead performs intermediate level technical work on an assigned shift dispatching law enforcement, fire/rescue, and other personnel in response to emergency situations. This position serves as a shift leader and mentor for Communications Officers. Supervision is exercised in the absence of the Communications Supervisor.

ESSENTIAL FUNCTIONS

- Must meet all Communications office requirements, skills, and abilities.
- Receives calls, assesses the emergent nature of calls and dispatches appropriate personnel and equipment. Creates log of each call received.
- Receives and properly classifies Emergency Medical calls and provides medical direction by following designated EMD program protocols.
- Assists with training and serves as a mentor for new Communications Officers.
- Assists with developing training procedures and techniques.
- Monitors performance and coaches Communications Officers.
- Monitors and corrects CAD reports for completion and accuracy.
- Assists with debriefing after high stress, traumatic, or multi jurisdiction calls.
- Works on other assignments as required.
- Call-back coverage required for callouts or other emergency situations.
- Assists with EMD QA/QI as requested.
- Serves in the role of a Tactical Field Dispatcher as required.
- Assumes command of the Communications Center in the absence of the Director of Communications, Operations Coordinator, or Communications Supervisor.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Ability to efficiently operate office, computer equipment, and communications consoles
- Knowledge of Fluvanna County, including prominent businesses, buildings, parks, and landmarks
- Thorough knowledge of Communications Officer responsibilities
- Clear and concise communication skills
- Ability to execute data entry at a reasonable speed
- Ability to remain calm and reassuring during stressful situations
- Ability to assign, instruct, and review work of Communications Officers

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

- High School Diploma or equivalent
- 2 years of experience in an Emergency Communications Center or related field
- Minimum of 1 year of experience with Fluvanna County E911
- No documented disciplinary action within the past 12 months
- Possession of Basic Communications Officer Certification
- Possession of VCIN A/B Operator Certification
- Possession of EMD (Emergency Medical Dispatch) Certification
- Possession of CPR
- Possession of NIMS ICS 100 and 700
- Possession of or ability to obtain CTO (Certified Training Officer) Certification is preferred.
- Ability to complete all needed continuing education requirements for retention of certifications.


WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- Position requires typical office/sedentary work requiring exertion of up to 10 pounds of force occasionally.
- Work requires reaching, fingering, grasping, and repetitive motions.
- Vocal communication is required.
- Generally, work is performed indoors in a climate-controlled environment, but adverse environmental conditions may be encountered during response to emergency scenes as a tactical field dispatcher or to off-site radio towers / network equipment locations for inspection/repair.
- Work may be performed in a stressful environment stemming from receipt of emergency response calls.
- Work may require technical mechanical work which involves the use of hand and power tools and use of step ladders

POST OFFER REQUIREMENTS

- Criminal Background Check

Department Head Recommended:	HR Director Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
March 1, 2023	March 1, 2023	March 1, 2023	

	Fluvanna County, Virginia E911 Center Job Description
COMMUNICATIONS TEAM LEAD	
Job Class #:	6212
Pay Grade:	4215
Category:	Full-time, with Benefits
FLSA Status:	Non-exempt
Reports To:	Communications Supervisor
SUMMARY	
Under regular supervision, the Communications Team Lead performs intermediate level technical work on an assigned shift dispatching law enforcement, fire/rescue, and other personnel in response to emergency situations. This position serves as a shift leader and mentor for Communications Officers. Supervision is exercised in the absence of the Communications Supervisor.	
ESSENTIAL FUNCTIONS	
<ul style="list-style-type: none"> • <u>Must meet all Communications office requirements, skills, and abilities.</u> • <u>Receives calls, assesses the emergent nature of calls and dispatches appropriate personnel and equipment. Creates log of each call received.</u> • <u>Receives and properly classifies Emergency Medical calls and provides medical direction by following designated EMD program protocols.</u> • Assists with training and serves as a mentor for new Communications Officers. • Assists with developing training procedures and techniques. • Monitors performance and coaches Communications Officers. • Monitors and corrects CAD reports for completion and accuracy. • Assists with debriefing after high stress, traumatic, or multi jurisdiction calls. • Works on other assignments as required. • <u>Call-back coverage required for callouts or other emergency situations.</u> • <u>Assists with EMD QA/QI as requested.</u> • <u>Serves in the role of a Tactical Field Dispatcher as required.</u> • <u>Assumes command of the Communications Center in the absence of the Director of Communications, Operations Coordinator, or Communications Supervisor.</u> 	
REQUIRED KNOWLEDGE, SKILLS AND ABILITIES	
<ul style="list-style-type: none"> • Ability to efficiently operate office, computer equipment, and communications consoles • Knowledge of Fluvanna County, including prominent businesses, buildings, parks, and landmarks • Thorough knowledge of Communications Officer responsibilities • Clear and concise communication skills • Ability to execute data entry at a reasonable speed • Ability to remain calm and reassuring during stressful situations • Ability to assign, instruct, and review work of Communications Officers 	
ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING	

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- High School Diploma or equivalent
- 2 years of experience in an Emergency Communications Center or related field
- Minimum of 1 year of experience with Fluvanna County E911
- No documented disciplinary action within the past 12 months
- Possession of Basic Communications Officer Certification
- Possession of VCIN A/B Operator Certification
- Possession of EMD (Emergency Medical Dispatch) Certification
- Possession of CPR
- Possession of NIMS ICS 100 and 700
- Possession of or ability to obtain CTO (Certified Training Officer) Certification is preferred.
- Ability to complete all needed continuing education requirements for retention of certifications.

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WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- Position requires typical office/sedentary work requiring exertion of up to 10 pounds of force occasionally.
- Work requires reaching, fingering, grasping, and repetitive motions.
- Vocal communication is required.
- Generally, work is performed indoors in a climate-controlled environment, but adverse environmental conditions may be encountered during response to emergency scenes as a tactical field dispatcher or to off-site radio towers / network equipment locations for inspection/repair.
- Work may be performed in a stressful environment stemming from receipt of emergency response calls.
- Work may require technical mechanical work which involves the use of hand and power tools and use of step ladders

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POST OFFER REQUIREMENTS

- Criminal Background Check

Department Head Recommended:	HR Director Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
March 1, 2023	March 1, 2023	March 1, 2023	

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FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB P

MEETING DATE:	April 5, 2023				
AGENDA TITLE:	New Job Description Communication Officer II				
MOTION(s):	I move the Board of Supervisors to approve the Job Description for a Communication Officer II.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Donna Snow, Director of Human Resources				
PRESENTER(S):	Donna Snow, Director of Human Resources				
RECOMMENDATION:	Approve the job description for Communication Officer II				
TIMING:	Immediate				
DISCUSSION:	The job description for the Communication Officer II has been created, as the County now offers positions as a Communication Officer II position for employees that are hired on being Emergency Medical Dispatch (EMD Certified) and or become Emergency Medical Dispatch (EMD) certified while working here. There is no monetary changes with this job description, when employees become EMD certified they receive the 6% increase, this position has this increase already built in, and this position was included in the compensation study.				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	<ul style="list-style-type: none"> Job Description – Communication Officer II (Redlined) Job Description –Communications Officer II (Final) 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				X	



Fluvanna County, Virginia
E911 Center
Job Description

COMMUNICATIONS OFFICER II

Job Class #:	6213
Pay Grade:	14
Category:	Full-time, with Benefits/ Part-Time No Benefits
FLSA Status:	Non-exempt
Reports To:	Communications Supervisor and/or Communications Team Lead

SUMMARY

Performs intermediate skilled clerical and responsible technical work dispatching law enforcement, fire, rescue and other equipment and personnel usually in response to emergency situations; does related work as required. Work is performed under the regular supervision of the Communications Supervisor and/or Communications Team Lead.

ESSENTIAL FUNCTIONS

Receiving, classifying, processing, and dispatching all emergency and nonemergency calls for service utilizing computer-aided dispatch and other computer-related systems; assisting public with informational requests; forwarding other calls to appropriate person and performing data entry; must be able to work all shifts.

- Receives law enforcement, fire, rescue and related service requests and calls.
- Receives and properly classifies, Emergency Medical calls and provides medical direction by following designated EMD program protocols.
- Operates radios, telephone switchboard, alarm systems, recording devices and computer terminals.
- Dispatches emergency and non-emergency equipment and personnel where and when needed.
- Receives and forwards informational requests, complaints and other calls for County departments and other agencies.
- Receives and transmits messages by radio and maintains radio log.
- Operates teletype terminals on NCIC/VCIN networks; monitors VCIN computer; provides information to officers; inputs and retrieves data.
- Keeps in telephone contact with caller when situation dictates.
- Serves as training officer for new personnel as qualified.
- Call-back coverage required for callouts and other emergency situations
- Must be able to work all shifts (no exceptions).
- Performs general custodial duties in assigned areas.
- Serves in the role of a Tactical Field Dispatcher as required.
- Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- General knowledge of the methods of operating the communications system.
- General knowledge of radio and teletype procedures.
- General knowledge of the geography of the County and location of important buildings.
- Ability to type and enter data at a reasonable rate of speed.

- Ability to speak distinctly.
- Ability to solve problems within scope of responsibility.
- Ability to deal courteously with the public under stressful conditions.
- Ability to establish and maintain effective working relationships with associates and the general public.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

- Any combination of education and experience equivalent to graduation from high school.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires reaching, fingering, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word, and conveying detailed or important instructions to others accurately, loudly, or quickly; hearing is required to perceive information at normal spoken word levels, and to receive detailed information through oral communications and/or to make fine distinctions in sound; visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions, unless serving as a tactical fielding dispatcher. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

SPECIAL REQUIREMENTS

Possession of Communications Officer certification / Possession of VCIN certification.

Possession of EMD certification and any mandatory related coursework.

Possession of NIMS ICS 100 and 700

Possession of CPR

Has completed the required on-the-job training program and can work independently with little to no assistance

Ability to complete all needed continuing education requirements for certification retention.

POST OFFER REQUIREMENTS

- Criminal Background Check

Department Head Recommended:	HR Director Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
March 1, 2023	March 1, 2023	March 1, 2023	



Fluvanna County, Virginia
E911 Center
Job Description

COMMUNICATIONS OFFICER II

Job Class #:	621 31
Pay Grade:	1 4 3
Category:	Full-time, with Benefits/ Part-Time No Benefits
FLSA Status:	Non-exempt
Reports To:	Communications Supervisor <u>and/or Communications Team Lead</u>

SUMMARY

Performs intermediate skilled clerical and responsible technical work dispatching law enforcement, fire, rescue and other equipment and personnel usually in response to emergency situations; does related work as required. Work is performed under the regular supervision of the Communications Supervisor and/or Communications Team Lead.

ESSENTIAL FUNCTIONS

Receiving, classifying, ~~processing~~processing, and dispatching all emergency and nonemergency calls for service utilizing computer-aided dispatch and other computer-related systems; assisting public with informational requests; forwarding other calls to appropriate person and performing data entry; must be able to work all shifts.

- Receives law enforcement, fire, rescue and related service requests and calls.
- Receives and properly classifies, Emergency Medical calls and provides medical direction by following designated EMD program protocols.
- Operates radios, telephone switchboard, alarm systems, recording devices and computer terminals.
- Dispatches emergency and non-emergency equipment and personnel where and when needed.
- Receives and forwards informational requests, complaints and other calls for County departments and other agencies.
- Receives and transmits messages by radio and maintains radio log.
- Operates teletype terminals on NCIC/VCIN networks; monitors VCIN computer; provides information to officers; inputs and retrieves data.
- Keeps in telephone contact with caller when situation dictates.
- Serves as training officer for new personnel as qualified.
- Call-back coverage required for ~~call-outs~~callouts and other emergency situations.
- Must be able to work all shifts (no exceptions).
- Performs general custodial duties in assigned areas.
- Serves in the role of a Tactical Field Dispatcher as required.
- Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- General knowledge of the methods of operating the communications system.
- General knowledge of radio and teletype procedures.
- General knowledge of the geography of the County and location of important buildings.
- Ability to type and enter data at a reasonable rate of speed.

- Ability to speak distinctly.
- Ability to solve problems within scope of responsibility.
- Ability to deal courteously with the public under stressful conditions.
- Ability to establish and maintain effective working relationships with associates and the general public.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

- Any combination of education and experience equivalent to graduation from high school.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires reaching, fingering, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word, and conveying detailed or important instructions to others accurately, loudly, or quickly; hearing is required to perceive information at normal spoken word levels, and to receive detailed information through oral communications and/or to make fine distinctions in sound; visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions, unless serving as a tactical fielding dispatcher. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

SPECIAL REQUIREMENTS

Possession of ~~or ability to obtain~~ Communications Officer certification. ~~within one year of employment~~.
 Possession of ~~or ability to obtain~~ VCIN certification ~~within six months of employment~~.
Possession of ~~EMD certification~~ EMD certification and any mandatory related coursework.
Possession of NIMS ICS 100 and 700
Possession of CPR
Has completed the required on-the-job training program and can work independently with little to no assistance
Ability to complete all needed continuing education requirements for certification retention.

POST OFFER REQUIREMENTS

- Criminal Background Check

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
7/28/2021	7/28/2021	7/28/2021	8/4/2021

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB Q

MEETING DATE:	April 5, 2023				
AGENDA TITLE:	Job Description update Communications Supervisor				
MOTION(s):	I move the Board of Supervisors to approve the Job Description update for Communications Supervisor position.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Donna Snow, Director of Human Resources				
PRESENTER(S):	Donna Snow, Director of Human Resources				
RECOMMENDATION:	Approve the job description for the Communications Supervisor position.				
TIMING:	Immediate				
DISCUSSION:	The job description for the Communications Supervisor has been updated to reflect the essential functions, required knowledge, skills and abilities and also the working conditions and physical requirements for the position.				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	<ul style="list-style-type: none"> Job Description – Communication Supervisor (Redlined) Job Description –Communications Supervisor (Final) 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				X	



Fluvanna County, Virginia
E911 Center
Job Description

COMMUNICATIONS SUPERVISOR

Job Class #:	6251
Pay Grade:	17
Category:	Full-time, with Benefits
FLSA Status:	Non-exempt
Reports To:	Communications Operations Coordinator

SUMMARY

Under general supervision, the Communications Supervisor serves as a trainer, mentor, and leader within the Communications Center and performs complex technical work on an assigned shift dispatching law enforcement, fire/rescue, and other personnel in response to emergency situations. Supervision is exercised over the Communications Team Lead and Communications Officer positions. Communications Supervisor assumes command of the Emergency Communications Center during the absences of the Director of Communications and Operations Coordinator.

ESSENTIAL FUNCTIONS

- Receives calls, assesses the emergent nature of calls and dispatches appropriate personnel and equipment. Creates log of each call received.
- Receives and properly classifies Emergency Medical calls and provides medical direction by following our EMD program protocols.
- Oversees training for the department, including: new Communications Officers, developmental skill enhancement for current staff, regulatory compliance training, and executing performance improvement plans. Maintains training certifications and records.
- Assists with developing training procedures and techniques.
- Assists with developing dispatching procedures for Law Enforcement and Fire & Rescue communications.
- Prepares work schedule for Communications Team Leads and Communications Officers.
- Completes performance evaluations of subordinate staff.
- Assists with on-site setup of CAD and radio repeaters as required.
- Assists with radio tower inspection/repair as required.
- Assists with EMD QA/QI program.
- Serves in ECC Management on-call rotation.
- Serves in the role of a Tactical Field Dispatcher as required.
- Assumes command of the Communications Center in the absence of the Director of Communications and Communications Operations Coordinator.
- Works on other assignments and projects as needed.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Thorough knowledge of Fluvanna County including prominent businesses, buildings, parks, and landmarks.
- Thorough knowledge of Communications Officer Responsibilities.
- Knowledge of Fluvanna County Communications Center policies, procedures, and operations.

- Clear and concise communication skills.
- Ability to execute data entry at a reasonable speed.
- Ability to remain calm and reassuring during stressful situations.
- Ability to plan and execute technical and regulatory required training for all personnel.
- Knowledge of supervisory responsibilities including interviewing and performance reviews.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

- High School Diploma or equivalent
- 3 years of emergency dispatch experience. Prior experience in law enforcement, fire, or EMS preferred
- 2 years of demonstrated leadership or supervisory experience
- Possession of Basic Communications Officer Certification
- Possession of VCIN A/B Operator Certification
- Possession of EMD (Emergency Medical Dispatch) Certification
- Possession of NIMS ICS 100 and 700
- Possession of CPR
- Ability to obtain within one year:
 - General Instructor or CTO Certification
 - Communications Center Supervisor Certification
 - EMD-Q Certification
 - NIMS ICS 200 and 800


WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- Position requires typical office/sedentary work requiring exertion of up to 10 pounds of force occasionally.
- Work requires reaching grasping, and repetitive motions.
- Vocal communication is required.
- Generally, work is performed indoors in a climate-controlled environment, but adverse environmental conditions may be encountered during response to emergency scenes as a tactical field dispatcher or to off-site radio towers / network equipment locations for inspection/repair.
- Work may require technical mechanical work which involves the use of hand and power tools and use of step ladders
- Work may be performed in a stressful environment stemming from receipt of emergency response calls.

POST OFFER REQUIREMENTS

- Criminal Background Check

Department Head Recommended:	HR Director Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
March 1, 2023	March 1, 2023	March 1, 2023	

	Fluvanna County, Virginia E911 Center Job Description
	COMMUNICATIONS SUPERVISOR
Job Class #:	6251
Pay Grade:	14-22 17
Category:	Full-time, with Benefits
FLSA Status:	Non-exempt
Reports To:	Communications Operations Coordinator
SUMMARY	
<p>Under general supervision, the Communications Supervisor serves as a trainer, mentor, and leader within the Communications Center and performs complex technical work on an assigned shift dispatching law enforcement, fire/rescue, and other personnel in response to emergency situations. Supervision is exercised over the Communications Team Lead and Communications Officer positions. Communications Supervisor assumes command of the Emergency Communications Center during the absences of the Director of Communications and Operations Coordinator.</p>	
ESSENTIAL FUNCTIONS	
<ul style="list-style-type: none"> • Receives calls, assesses the emergent nature of calls, and dispatches appropriate personnel and equipment. Creates a log of each call received. • <u>Receives and properly classifies Emergency Medical calls and provides medical direction by following our EMD program protocols.</u> • Oversees training for the department, including: new Communications Officers, developmental skill enhancement for current staff, regulatory compliance training, and executing performance improvement plans. Maintains training certifications and records. • Assists with developing training procedures and techniques. • Assists with developing dispatching procedures for Law Enforcement and Fire & Rescue communications. • Prepares work schedule for Communications Team Leads and Communications Officers. • <u>Completes</u> Assists with <u>performance evaluations of subordinate staff.</u> • <u>Assists with the on-site setup of CAD and radio repeaters as required.</u> • <u>Assists with radio tower inspection/repair as required.</u> • <u>Assists with EMD QA/QI program.</u> • <u>Serves in ECC Management on-call rotation.</u> • <u>Serves in the role of a Tactical Field Dispatcher as required.</u> • Assumes command of the Communications Center in the absence of the Director of Communications and Communications Operations Coordinator. • Works on other assignments and projects as needed. 	
REQUIRED KNOWLEDGE, SKILLS AND ABILITIES	
<ul style="list-style-type: none"> • Thorough knowledge of Fluvanna County including prominent businesses, buildings, parks, and landmarks. • Thorough knowledge of Communications Officer responsibilities <u>responsibilities</u>. • Knowledge of Fluvanna County Communications Center policies, procedures, and operations. 	

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- Clear and concise communication skills.
- Ability to execute data entry at a reasonable speed.
- Ability to remain calm and reassuring during stressful situations.
- Ability to plan and execute technical and regulatory required training for all personnel.
- Knowledge of supervisory responsibilities including interviewing and performance reviews.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

- High School Diploma or equivalent
- 3 years of emergency dispatch experience. Prior experience in law enforcement, fire, or EMS preferred
- 2 years of demonstrated leadership or supervisory experience
- Possession of Basic Communications Officer Certification
- Possession of VCIN A/B Operator Certification
- [Possession of EMD \(Emergency Medical Dispatch\) Certification](#)
- [Possession of NIMS ICS 100 and 700](#)
- [Possession of CPR](#)
- Ability to obtain within one year:
 - General Instructor or CTO Certification
 - Communications Center Supervisor Certification
 - [EMD-Q Certification](#)
 - [NIMS ICS 200 and 800](#)

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WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- ~~Position~~ [The position](#) requires typical office/sedentary work requiring exertion of up to 10 pounds of force occasionally.
- Work requires reaching, ~~fingering~~, grasping, and repetitive motions.
- Vocal communication is required.
- [Generally, work is performed indoors in a climate-controlled environment, but adverse environmental conditions may be encountered during a response to emergency scenes as a tactical field dispatcher or to off-site radio towers. / network equipment locations for inspection/repair.](#)
- [Work is performed indoors in a climate-controlled environment.](#)
- [Work may require technical mechanical work which involves the use of hand and power tools and the use of step ladders.](#)
- Work may be performed in a stressful environment stemming from ~~the~~ receipt of emergency response calls.

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POST OFFER REQUIREMENTS

- Criminal Background Check

Department Head Recommended:	HR Manager Director Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
March 1, 2023	March 1, 2023 9-17-2018	March 1, 2023 9-17-2018	October 3, 2018

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB R

MEETING DATE:	April 5, 2023				
AGENDA TITLE:	Temporary Staff Stipend for Additional Duties (Payne)				
MOTION(s):	I move the Board of Supervisors to approve a temporary stipend for Malinda Payne, Parks and Recreation Service Specialist at the rate of \$75.00 per pay period/ \$150.00 per month, retroactive to March 20, 2023, with such funds to come from the FY23 personnel contingency budget.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Donna Snow, Director of Human Resources				
PRESENTER(S):	Donna Snow, Director of Human Resources				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Effective 3/20/2023				
DISCUSSION:	Ms. Payne will be assisting with the additional duties of program registrations, data entry, instruction interactions, payments, and scheduling of employees, this will be until the Athletics and Special Events Coordinator position is filled. In addition to these additional responsibilities, Ms. Payne will continue with regular Parks and Recreation Service Specialist job tasks. I am recommending approval of a \$75 stipend per pay period/\$ 150.00 per month to compensate her for the extra responsibilities.				
FISCAL IMPACT:	A \$75 stipend per pay period/\$150.00 per month, will come from the FY23 personnel contingency budget.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X		X	COAD

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB S

MEETING DATE:	April 5, 2023				
AGENDA TITLE:	R. K. Chevrolet Vehicles Contract				
MOTION(s):	<p>I move the Board of Supervisors approve the purchase of two 2023 Chevrolet Silverado 1500 Double Cab 4X4's with options at a total cost of \$78,564.50, with one truck being for the Department of Public Works and the other truck being for the Department of Parks and Recreation by Purchase Order issued through eVa as required by and under that cooperative Contract # CTR005732 (formerly E194-91556) between the Commonwealth of Virginia and R. K. Chevrolet, Inc. as modified by Modification #1 thereto and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</p>				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Donna Allen, Purchasing Officer				
PRESENTER(S):	Donna Allen, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<p>Contract Terms the County should be aware of (highlights only, see contract for details):</p> <ol style="list-style-type: none"> 1. Orders must be submitted through eVa. 2. Contractor has certain rights to cancel. 3. Delivery will take place within 10 days after submittal or order because RK Chevrolet has the vehicles in stock (per email from RK 4. Since PO's through eVa and State prefers no modifications to the State Contract, County General Terms Conditions and Instructions to Bidders and Contractors are not a part of this PO/cooperative agreement. 				
FISCAL IMPACT:	No additional funding is required, the \$78,564.50 was budgeted in the FY22 CIP for County vehicle purchases.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> Quote from R. K. Chevrolet, Inc. dated March 15, 2023 Specifications Chevrolet Silverado 1500-2023 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

	X	X	X		
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RK CHEVROLET, INC**QUOTE****3/15/2023**

2661 Virginia Beach Boulevard
 Virginia Beach, VA 23452
 Phone 757-486-2222
kstolle@rkautogroup.net

Bill To:
 Fluvanna County

Ship To:

SALESPERSON	P.O. NUMBER	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
Stolle					

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
2023 Chevrolet Silverado 1500 Double Cab 4x4	2	\$35,517.00	71,034.00
EVA Contract #E194-91556			-
Spray Liner	2	\$ 528.65	1,057.30
G80 - Locking Differential	2	\$ 383.15	766.30
JL1 - Trailer brake controller	2	\$ 266.75	533.50
L84 - 5.3L V8 Engine	2	\$ 1,547.15	3,094.30
QDV - All-Terrain Tires	2	\$ 194.00	388.00
ZLQ - WT Fleet Convenience Package	2	\$ 358.90	717.80
Z82 - Tow Package	2	\$ 383.15	766.30
Delivery 115 miles x \$1.80/mile	1	\$ 207.00	207.00
White in color			-
			-
			-
			-
Received in good order by: (sign)		Tax	\$ -
Printed Name:		TOTAL	\$78,564.50
Date Received:			

Make all checks to RK CHEVROLET, INC

If you have any questions contact Ken Stolle at 757-431-6584 or kstolle@rkautogroup.net

THANK YOU FOR YOUR BUSINESS!



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Chevrolet Silverado 1500 - 2023

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2023 CHEVROLET SILVERADO 1500 SPECIFICATIONS

EPA-EST. MPG

	CITY	HIGHWAY
2.7L Turbo	19 (2WD)	22 (2WD)
	18 (4WD)	21 (4WD)
	17 (4WD – Trail Boss)	18 (4WD – Trail Boss)
3.0L I-6 Turbo Diesel	24 (2WD)	29 (2WD)

	22 (4WD) 21 (4WD – Trail Boss)	27 (4WD) 23 (4WD – Trail Boss)
5.3L V-8	17 (2WD) 12 (2WD with E85) 16 (4WD) 11 (2WD with E85) 15 (4WD – Trail Boss) 11 (4WD – Trail Boss with E85)	21 (2WD) 15 (2WD with E85) 20 (4WD) 14 (2WD with E85) 19 (4WD – Trail Boss) 14 (4WD – Trail Boss with E85)
6.2L V-8	16 (4WD) 14 (4WD – Trail Boss) 14 (4WD – ZR2)	20 (4WD) 18 (4WD – Trail Boss) 17 (4WD – ZR2)

FUEL TANK CAPACITY (APPROX.)¹**CAPACITY**

	REGULAR CAB	DOUBLE CAB	CREW CAB
	28.3 gal. / 107 liters	24 gal. / 91 liters	24 gal. / 91 liters

¹Capacity is 22 gal. / 83 liters (approx.) for 2WD diesel models.

ENGINES

Type:	2.7L Turbo DOHC VVT DI with Active Fuel Management
Bore & Stroke (in. / mm):	3.63 x 4.01 / 92.25 x 102
Block Material:	Cast aluminum
Cylinder Head Material:	Cast aluminum
Valvetrain:	Dual-overhead camshafts, four-valves per cylinder, tripower valvetrain with continuously variable valve timing, variable valve lift and Active Fuel Management
Fuel Delivery:	Direct high-pressure fuel injection with Active Fuel Management
Horsepower (hp / kW @ rpm):	310 / 231 @ 5600 (SAE certified)
Torque (lb.-ft. / Nm @ rpm):	348 / 473 @ 1500-4000 (SAE certified)
Type:	3.0L DOHC I-6 Turbo-Diesel
Bore & Stroke (in. / mm):	3.30 x 3.54 / 84 x 90
Block material:	Cast aluminum
Cylinder Head Material:	Cast aluminum
Valvetrain:	Dual-overhead camshafts, four-valves per cylinder
Fuel Delivery:	High-pressure, common-rail direct injection; electronic throttle valve
Horsepower (hp / kW @ rpm):	305 / 227 @ 3750 (GM est.)
Torque (lb.-ft. / Nm @ rpm):	495 / 365 @ 1500 (GM est.)

Type:	5.3L V-8 VVT DI with Dynamic Fuel Management		BOS2023-04-05 p.295/318
Bore & Stroke (in. / mm):	3.78 x 3.62 / 96 x 92		
Block Material:	Cast aluminum		
Cylinder Head Material:	Cast aluminum		
Valvetrain:	Overhead valve, two valves per cylinder, variable valve timing		
Fuel Delivery:	Direct high-pressure fuel injection with Dynamic Fuel Management		
Horsepower (hp / kW @ rpm):	355 / 265 @ 5600 (SAE certified)		
Torque (lb.-ft. / Nm @ rpm):	383 / 519 @ 4100 (SAE certified)		
Type:	6.2L V-8 VVT DI with Dynamic Fuel Management		
Bore & Stroke (in. / mm):	4.06 x 3.62 / 103.25 x 92		
Block material:	Cast aluminum		
Cylinder Head Material:	Cast aluminum		
Valvetrain:	Overhead valve, two valves per cylinder, variable valve timing		
Fuel Delivery:	Direct high-pressure fuel injection with Dynamic Fuel Management		
Horsepower (hp / kW @ rpm):	420 / 313 @ 5600 (SAE certified)		
Torque (lb.-ft. / Nm @ rpm):	460 / 623 @ 4100 (SAE certified)		

TRANSMISSION & AXLE

Type:	8-speed automatic (2.7L) 10-speed automatic (3.0L, 5.3L and 6.2L)	
Gear Ratios (:1):	8L90 8-speed	10L80 10-speed
First	4.56	4.70
Second	2.97	2.99
Third	2.08	2.15
Fourth	1.69	1.77
Fifth	1.27	1.52
Sixth	1.00	1.28
Seventh	0.85	1.00
Eighth	0.65	0.85
Ninth	--	0.69
Tenth	--	0.64
Reverse	3.82	4.87
Axle Ratio:	3.23 (5.3L, 3.0L) 3.42 (2.7L, 5.3L with Max Trailering Pkg. and 6.2L) 3.73 (3.0L with Max Trailering Pkg.)	

CHASSIS & SUSPENSION

Front Suspension:	Independent coil-over-shock with twin-tube shock absorbers; Rancho shocks with Z71 pkg. Two-speed transfer case or Autotrac automatic transfer case with 4WD, depending on the model. Multimatic DSSV dampers with ZR2. Adaptive Ride Control available on High Country
Rear Suspension:	Solid axle with semi-elliptic, variable-rate, two-stage multileaf springs, splayed twin-tube shock absorbers; Rancho shocks with Z71 pkg. Two-speed transfer case or Autotrac automatic transfer case with 4WD, depending on the model, Multimatic DSSV dampers with ZR2. Adaptive Ride Control available on High Country
Steering Type:	Electric power-assisted rack-and-pinion
Brake Type:	Four-wheel disc with electro-hydraulic power assist and ABS; vented front and rear Duralife™ rotors
Brake Rotor Size (in. / mm):	13 x 1.18 / 330 x 30 (front) 13.6 x 0.79 / 345 x 20 (rear)
Wheel Size:	17-in. x 8-in. steel (std.) 17-in. x 8-in. aluminum (avail.) 18-in. x 8.5-in. aluminum (avail.) 20-in. x 9-in. aluminum (avail.) 22-in. x 9-in. aluminum (avail.)
Tire Size:	P255/70R17 all-season P265/70R17 all-season LT265/70R17 all-terrain P265/65R18 all-season or all terrain LT275/65R18 Goodyear Wrangler DuraTrac LT265/60R20 Goodyear Wrangler Territory P275/60R20 all-season or all terrain P275/50R22 all-season

EXTERIOR DIMENSIONS

	REGULAR CAB	DOUBLE CAB	CREW CAB
Wheelbase (in. / mm):	126.5 / 3213 (6' 6" box) 139.5 / 3545 (8' box)	147.4 / 3745 (6' 6" box) 147.5 / 3747 (6' 6" box w/ZR2)	147.4 / 3745 (5' 8" box) 147.5 / 3747 (5' 8" box w/AT4) 157 / 3987 (6' 6" box) 157.1 / 3989 (6' 6" box – ZR2)
Overall Length (in. / mm):	210.9 / 5360 (6' 6" box) 229.7 / 5835 (8' box)	231.9 / 5890 (6' 6" box)	231.9 / 5890 (5' 8" box) 241.4 / 6132 (6' 6" box) 242.4 / 6157 (6' 6" box – lifted)
Overall Width (in. / mm):	81.1 / 2061	81.2 / 2063	81.2 / 2063
Overall Height (in. / mm):	75.7 / 1923 (2WD – 6' 6" box) 75.8 / 1927 (4WD – 6' 6" box) 75.6 / 1920 (2WD – 8' box) 75.6 / 1920 (4WD – 8' box)	75.6 / 1920 (2WD) 75.6 / 1921 (4WD)	75.5 / 1917 (2WD – 5' 8" box) 75.5 / 1918 (4WD – 5' 8" box) 78.3 / 1990 (5' 8" box – lifted) 75.4 / 1915 (4WD – 6' 6" box) 78.2 / 1987

			(6' 6" box – lifted)
Ground Clearance (in. / mm):	7.8 / 200 (2WD – 6' 6" box) 8.2 / 210 (4WD – 6' 6" box) 7.9 / 201 (2WD – 8' box) 8.1 / 206 (4WD – 8' box)	7.8 / 200 (2WD) 8.0 / 205 (4WD)	7.9 / 200 (2WD – 5' 8" box) 8.0 / 205 (4WD – 5' 8" box) 10.9 / 205 (5' 8" box – lifted) 11.2 / 282 (5' 8" box – ZR2) 7.7 / 197 (2WD – 6' 6" box) 7.9 / 197 (4WD – 6' 6" box) 10.7 / 272 (6' 6" box – lifted)

INTERIOR DIMENSIONS

	REGULAR CAB	DOUBLE CAB	CREW CAB
Headroom (in. / mm):	43.1 / 1095	43.0 / 1093 (front) 39.9 / 1013 (rear)	43.0 / 1093 (front) 40.1 / 1019 (rear)
Legroom (in. / mm):	44.5 / 1131	44.5 / 1131 (front) 35.2 / 895 (rear)	44.5 / 1131 (front) 43.4 / 1102 (rear)
Shoulder Room (in. / mm):	66.0 / 1677	66.0 / 1677 (front) 64.9 / 1648 (rear)	66.0 / 1677 (front) 65.1 / 1654 (rear)
Hip Room (in. / mm):	60.9 / 1547	61.2 / 1554 (front) 60.2 / 1530 (rear)	61.2 / 1554 (front) 60.2 / 1530 (rear)

BASE CURB WEIGHT

	REGULAR CAB	DOUBLE CAB	CREW CAB
2.7L (lb. / kg):	4410 / 2000 (2WD – 6' 6" box) 4630 / 2100 (4WD – 6' 6" box) 4500 / 2041 (2WD – 8' box) 4750 / 2155 (4WD – 8' box)	4720 / 2141 (2WD) 4940 / 2241 (4WD)	4740 / 2150 (2WD – 5' 8" box) 4950 / 2245 (4WD – 5' 8" box) 5010 / 2273 (5' 8" box – lifted) 4810 / 2182 (2WD – 6' 6" box) 5010 / 2273 (4WD – 6' 6" box) 5070 / 2300 (6' 6" box – lifted)
5.3L (lb. / kg):	4590 / 2082 (2WD – 6' 6" box) 4810 / 2182	4840 / 2195 (2WD) 4940 / 2241 (2WD & NHT)	4860 / 2204 (2WD – 5' 8" box)

	(4WD – 6' 6" box) 4620 / 2096 (2WD – 8' box) 4870 / 2209 (4WD – 8' box)	5070 / 2300 (4WD) 5160 / 2341 (4WD & NHT)	5040 / 2286 BOS2023-04-05 p.298/318 (2WD – 5' 8" box & NHT) 5070 / 2300 (4WD – 5' 8" box) 5250 / 2381 (4WD – 5' 8" box & NHT) 5130 / 2327 (5' 8" box – lifted) 4930 / 2236 (2WD – 6' 6" box) 5110 / 2318 (2WD – 6' 6" box & NHT) 5130 / 2327 (4WD – 6' 6") 5300 / 2404 (4WD – 6' 6" box & NHT) 5190 / 2354 (6' 6" box – lifted)
6.2L (lb. / kg):	N/A	N/A	5250 / 2381 (4WD – 5' 8" box) 5290 / 2400 (4WD – 5' 8" box & NHT) 5240 / 2377 (5' 8" box – lifted) 5550 / 2517 (5' 8" box – ZR2) 5300 / 2404 (4WD – 6' 6") 5350 / 2427 (4WD – 6' 6" box & NHT) 5300 / 2404 (6' 6" box – lifted)
3.0L Turbo Diesel (lb. / kg):	N/A	5140 / 2332 (2WD) 5090 / 2309 (2WD & NHT) 5290 / 2400 (4WD) 5400 / 2449 (4WD & NHT)	5040 / 2286 (2WD – 5' 8" box) 5190 / 2354 (2WD – 5' 8" box & NHT) 5300 / 2404 (4WD – 5' 8" box) 5340 / 2422 (4WD – 5' 8" box & NHT) 5390 / 2445 (5' 8" box – lifted) 4930 / 2236 5350 / 2427 (4WD – 6' 6") 5450 / 2472 (4WD – 6' 6" box & NHT) 5450 / 2472 (6' 6" box – lifted)

BASE GVWR¹

	REGULAR CAB	DOUBLE CAB	CREW CAB
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Max GVWR (lb. / kg):		6700 / 3039 (2WD – 6' 6" box) 6800 / 3084 (4WD – 6' 6" box)	6800 / 3084 (2WD)	6800 / 3084 (2WD – 5' 8" box)
		6800 / 3084 (2WD – 8' box) 6900 / 3130 (4WD – 8' box)	7100 / 3220 (2WD & NHT)	7100 / 3221 (2WD – 5' 8" box & NHT)
			7000 / 3175 (4WD)	7000 / 3175 (4WD – 5' 8" box)
			7300 / 3311 (4WD & NHT)	7300 / 3311 (4WD – 5' 8" box & NHT)
				7000 / 3175
				(5' 8" box – lifted)
				7100 / 3221
				(5' 8" box – ZR2)
				7000 / 3175 (4WD – 6' 6" box)
				7300 / 3311 (4WD – 6' 6" box & NHT)
				7000 / 3175
				(6' 6" box – lifted)

¹When properly equipped; includes weight of vehicle, passengers, cargo and equipment.

BASE PAYLOAD

	REGULAR CAB	DOUBLE CAB	CREW CAB
2.7L (lb. / kg):	2260 / 1025 (2WD – 6' 6" box) 2140 / 971 (4WD – 6' 6" box) 2260 / 1025 (2WD – 8' box) 2120 / 962 (4WD – 8' box)	2050 / 930 (2WD) 2030 / 921 (4WD)	2030 / 921 (2WD – 5' 8" box) 2020 / 916 (4WD – 5' 8" box) 1960 / 889 (5' 8" box – lifted) 1960 / 889 (2WD – 6' 6" box) 1960 / 889 (4WD – 6' 6" box) 1900 / 862 (6' 6" box – lifted)
5.3L (lb. / kg):	2180 / 989 (2WD – 6' 6" box) 2060 / 934 (4WD – 6' 6" box) 2140 / 971 (2WD – 8' box) 2000 / 907 (4WD – 8' box)	1920 / 871 (2WD) 2130 / 966 (2WD & NHT) 1900 / 862 (4WD) 2110 / 957 (4WD & NHT)	2010 / 912 (2WD – 5' 8" box) 2030 / 921 (2WD – 5' 8" box & NHT) 1990 / 903 (4WD – 5' 8" box) 2020 / 916 (4WD – 5' 8" box & NHT) 1930 / 875 (5' 8" box – lifted) 1930 / 875 (2WD – 6' 6" box) 1960 / 889 (2WD – 6' 6" box & NHT) 1940 / 880 (4WD – 6' 6" box) 1970 / 894 (4WD – 6' 6" box & NHT)

			1870 / 848 (6' 6" box – lifted)	BOS2023-04-05 p.300/318
6.2L (lb. / kg):	N/A	1730 / 785 (4WD) 1900 / 862 (4WD & NHT)	1820 / 826 (4WD – 5' 8" box) 1980 / 898 (4WD – 5' 8" box & NHT) 1830 / 830 (5' 8" box – lifted) 1520 / 689 (5' 8" box – ZR2) 1760 / 798 (4WD – 6' 6" box) 1920 / 8871 (4WD – 6' 6" box & NHT) 1770 / 803 (6' 6" box – lifted)	
3.0L Turbo Diesel (lb. / kg):	N/A	1830 / 830 (2WD) 1970 / 894 (2WD & NHT) 1780 / 807 (4WD) 1960 / 889 (4WD & NHT)	1920 / 871 (2WD – 5' 8" box) 1880 / 853 (2WD – 5' 8" box & NHT) 1870 / 848 (4WD – 5' 8" box) 1870 / 848 (4WD – 5' 8" box & NHT) 1780 / 807 (5' 8" box – lifted) 1810 / 821 (4WD – 6' 6" box) 1820 / 826 (4WD – 6' 6" box & NHT) 1720 / 780 (6' 6" box – lifted)	

¹For comparison purposes only. See the owner's manual and the label on the vehicle door jamb for the carrying capacity of a specific vehicle.

TRAILERING¹

	REGULAR CAB	DOUBLE CAB	CREW CAB
2.7L (lb. / kg):	9100 / 4128 (2WD – 6' 6" box) 8900 / 4037 (4WD – 6' 6" box) 9500 / 4309 (2WD – 8' box) 9300 / 4218 (4WD – 8' box)	9200 / 4173 (2WD) 9000 / 4082 (4WD)	9200 / 4173 (2WD – 5' 8" box) 9000 / 4082 (4WD – 5' 8" box) 9200 / 4173 (4WD – 6' 6" box) 9000 / 4082 (4WD – 6' 6" box)
5.3L (lb. / kg):	9900 / 4491 (2WD – 8' box) 9600 / 4355 (4WD – 8' box)	9500 / 4309 (2WD) 11300 / 5126 (2WD & NHT) 9300 / 4218 (4WD) 11000 / 4990 (4WD & NHT)	9500 / 4309 (2WD – 5' 8" box) 11300 / 5126 (2WD – 5' 8" box & NHT) 9300 / 4218 (4WD – 5' 8" box) 11000 / 4990 (4WD – 5' 8" box & NHT) 9500 / 4309 (2WD – 6' 6" box) 11200 / 5080 (2WD – 6' 6" box & NHT) 9200 / 4173 (4WD – 6' 6" box) 11000 / 4990 (4WD – 6' 6" box & NHT)
6.2L (lb. / kg):	N/A	N/A	9200 / 4173 (4WD – 5' 8" box)

			13200 / 5988 8800 / 3991 (5' 8" box – ZR2) 9100 / 4128 13200 / 5988	BOS2023-04-05 p. 301/318 (4WD – 5' 8" box & NHT) (4WD – 6' 6" box) (4WD – 6' 6" box & NHT)
3.0L Turbo Diesel (lb. / kg):	N/A	9400 / 4264 (2WD) 13300 / 6033 (2WD & NHT) 9100 / 4128 (4WD) 13000 / 5897 (4WD & NHT)	9300 / 4218 13300 / 6033 9000 / 4082 13000 / 5897 9000 / 4082 12900 / 5851	(2WD – 5' 8" box) (2WD – 5' 8" box & NHT) (4WD – 5' 8" box) (4WD – 5' 8" box & NHT) (4WD – 6' 6" box) (4WD – 6' 6" box & NHT)

¹Before you buy a vehicle or use it for trailering, carefully review the Trailering section of the Owner's Manual. The weight of passengers, cargo and options or accessories may reduce the amount you can tow

About Chevrolet

Founded in 1911 in Detroit, Chevrolet is now one of the world's largest car brands, available in nearly 80 countries with nearly 2.7 million cars and trucks sold in 2021. Chevrolet models include electric and fuel-efficient vehicles that feature engaging performance, design that makes the heart beat, passive and active safety features and easy-to-use technology, all at a value. More information on Chevrolet models can be found at www.chevrolet.com.

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Exterior shot of the 2023 Chevrolet Silverado 1500 High Country (left), ZR2 (middle) and LT (right).

Images



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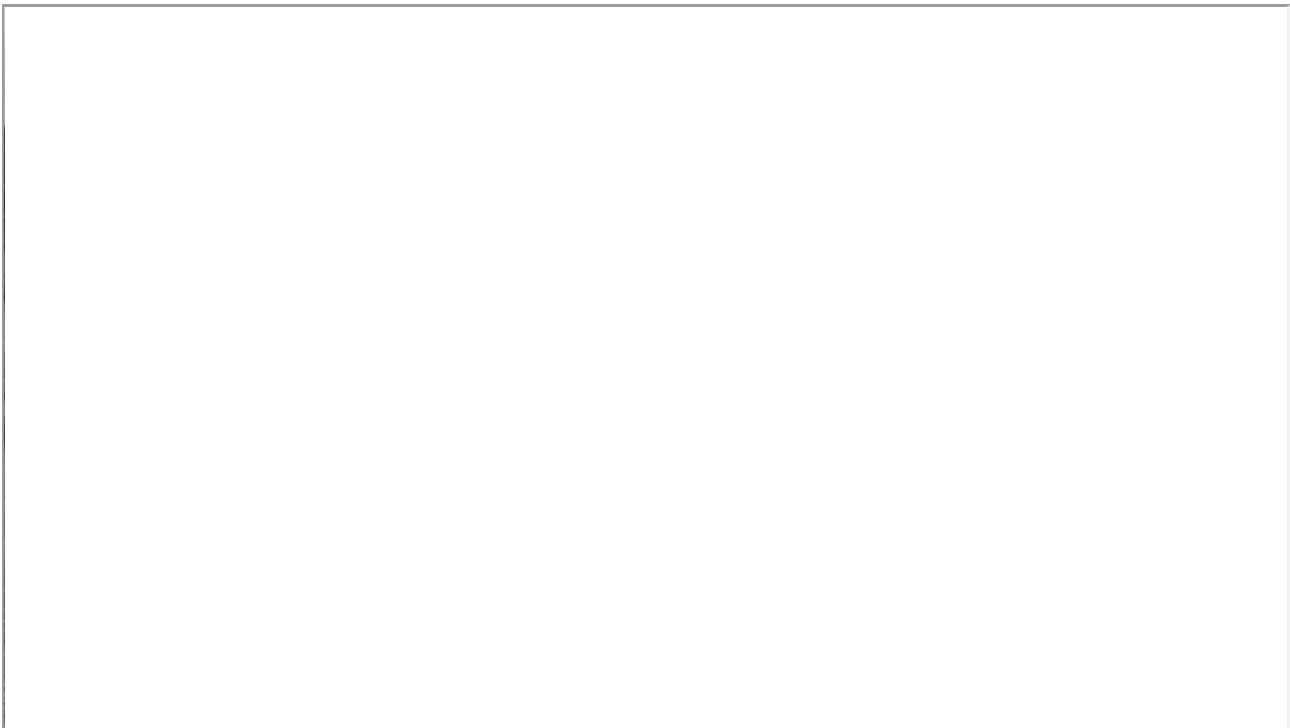
ZR2 Bison Images

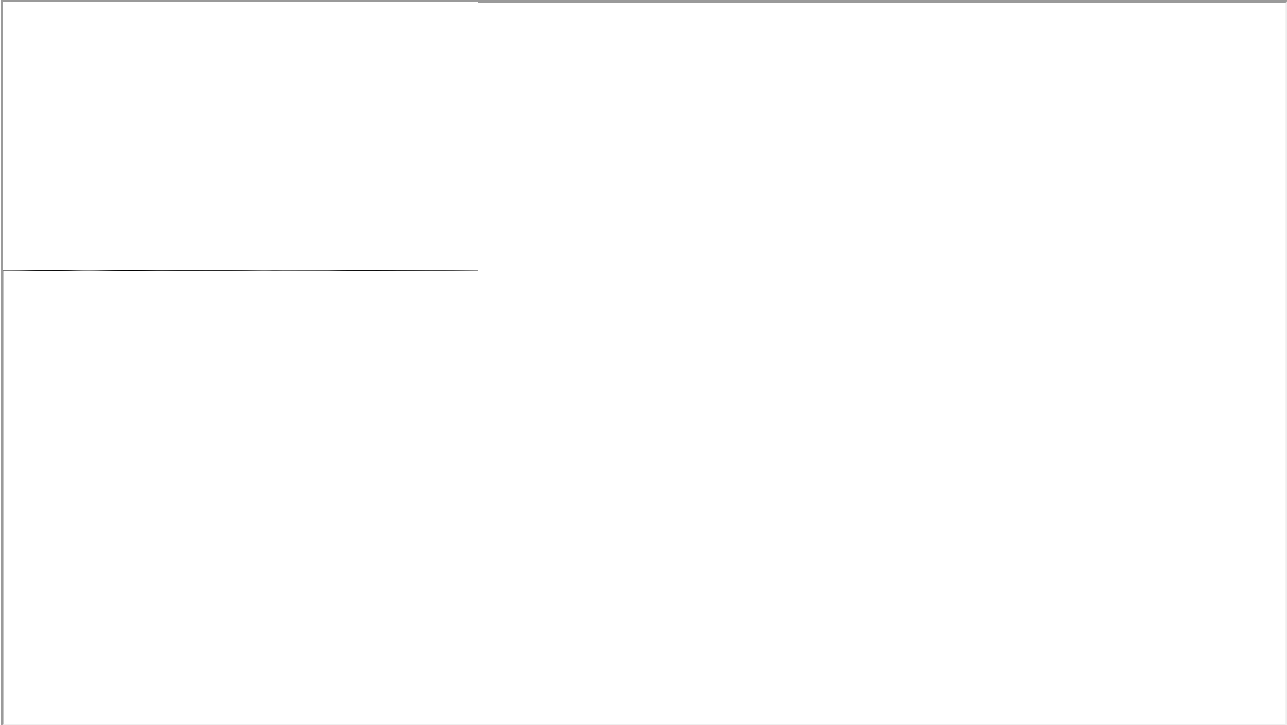
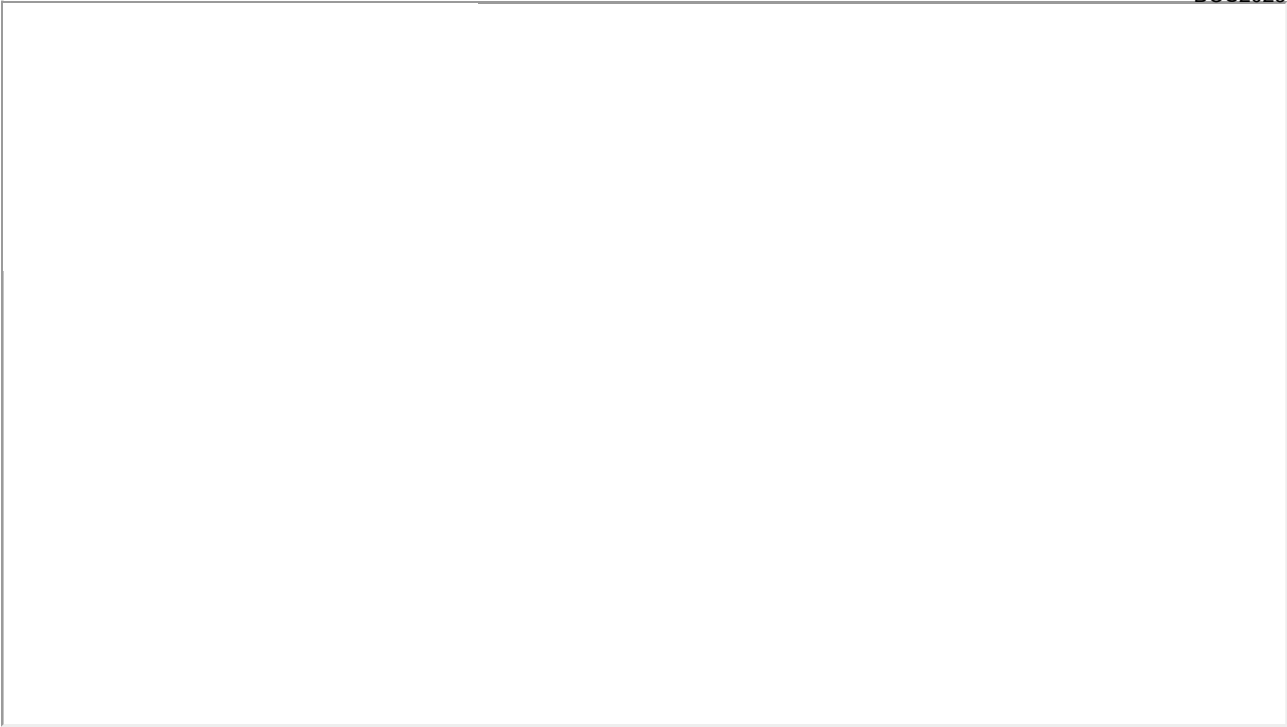




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Contacts

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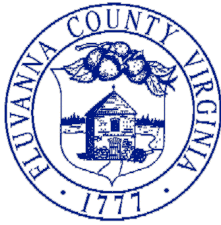
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**FLUVANNA COUNTY BOARD OF SUPERVISORS
MEETING PACKAGE ATTACHMENTS**

Incl?	Item
<input checked="" type="checkbox"/>	BOS Contingency Balance Report
<input type="checkbox"/>	Building Inspections Report
<input checked="" type="checkbox"/>	Capital Reserve Balances Memo
<input type="checkbox"/>	Fluvanna County Bank Balance and Investment Report
<input checked="" type="checkbox"/>	Unassigned Fund Balance Report
<input type="checkbox"/>	VDOT Monthly Report & 2020 Resurfacing List
<input type="checkbox"/>	ARPA Fund Balance Memo
<input checked="" type="checkbox"/>	The Board of Supervisors Two Year Plan



COUNTY OF FLUVANNA

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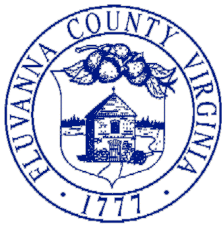
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P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: April 05, 2023
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY23 BOS Contingency Balance

The FY23 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$162,000
Less: Career Development Circuit Court Clear & Commissioner of Revenue	-15,393
Less: Comprehensive Safety Action Plan Grant – Safe Streets - TJPDC	-30,000
Less: Comprehensive Economic Development Strategy (CEDS) - TJPDC	-2,097.04
Less: 2022 Board of Supervisors Planning Retreat	-5,000
Less: Social Services Salary Range Revision	-17,503
Available:	\$92,006.96



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P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
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MEMORANDUM

Date: April 5, 2023
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY23 Capital Reserve Balances

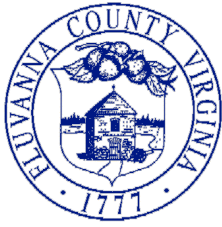
The FY23 Capital Reserve account balances are as follows:

County Capital Reserve:

FY22 Carryover	\$512,518
FY23 Budget Allocation:	\$250,000
Less: Fluvanna County District Court Microphone System Replacement	-5,963
Less: Ground Water Well Monitoring at Convenience Center	-27,050
Less: Public Safety Building 5 ton heat pump	-6,408
Less: Generator at Carysbrook Fuel Pumps	-30,000
Less: 4 ton heat pump at Fluvanna County Community Center	-8,522.36
Less: HVAC leaking evaporator coil at the Fluvanna County Library	-6,301.01
Less: FUSD Network Installation	-12,415.70
Less: Commonwealth's Attorney Office Mold Remediation	-9,800
Less: Kents Store Firehouse Remediation	-63,000
FY23 Available:	\$593,057.93

Schools Capital Reserve:

FY22 Carryover	\$387,600
FY23 Budget Allocation:	\$200,000
Less: FCHS Tennis Court Repair	-63,100
Less: Emergency Radios for FCPS School and Departments	-23,910
Add: Closed CRM Project – 08/27/2022	4,884
Less: Central Elementary purchase of 3 HVAC chiller fans	-10,560
Less: Central Elementary HVAC Chiller replacing failed parts	-11,090
Less: FCHS main chiller	-6,740
Less: Fluvanna Middles School HVAC Chiller	-9,178
Add: Insurance recovery from VACORP for vandalism at FMS	38,498.27
Less: Repair and updating equipment at FMS due to vandalism	-38,498.27
Less: Central Fire Control System	-4,460
Less: FCHS Hot Water Heater	-4,435
Less: FCHS Track Surface	-16,850
Less: FMS Fire Control Main Board	-4,990
Less: FMS Fire Control System	-5,275
Less: FCPS Sewer line repairs and installing clean out	-15,500
Less: FCHS auditorium air handler and installing a new one	-7,800
Less: FCHS Centrifungal Pump	-8,524
Less: FCHS Chiller #1	-36,380
Less: Carysbrook Elementary Water Leak Repair	-21,500



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Less: Central Elementary Sewer Back Up	-3,200
Less: 12 Year Replacement Cycle for (82) Fire Extinguishers at FCHS	-5,945
Less: UVA Cooperative Procurement – Tennis Court Cracks	-1,100
Less: Rekortan – FCHS Track Repair	-26,630
FY23 Available:	305,317



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www.fluvannacounty.org

MEMORANDUM

Date: April 5, 2023
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

FY22 Year End Audited Total Unassigned Fund Balance:	\$26,519,445
Unassigned Fund Balance – 12% Target Per Policy:	\$10,215,566
Unassigned Fund Balance – Excess Above Policy Target:	\$16,303,879
Less: Palmyra Village Streetscape Project 10.19.22	-317,831
Current Unassigned Fund Balance – Excess Above Policy Target:	\$15,986,048

The Board of Supervisors Two Year Plan – *Draft, August 2022*

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
A		SERVICE DELIVERY			
A1		Work with FRA to identify support options for Fire and Rescue volunteers.		X	
A2		Perform comprehensive review of existing partnerships with local area support and non-profit groups providing services to Fluvanna residents; review service gaps and identify needed partnerships.	X	X	Begin in Year 1; complete in Year 2
A3		Initiate comprehensive review of traffic throughout the county with a particular focus on high-traffic areas around the Lake Monticello community.		X	
A4		Community transportation options and alternatives.		X	Shared school buses/drivers providing transportation for county residents; TJPDC Rural Transportation work group; JAUNT
A5		Implement annual county volunteer recognition ceremony.		X	
A6		Design implementation plan for professional Fire Chief position.		X	
B		COMMUNICATION			
B1		Develop communication plan to inform residents of County projects, accomplishments, and where tax dollars are spent.		X	
C		PROJECT MANAGEMENT			
C1		Continue Columbia area renewal efforts.	X	X	

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
C2		Complete a Master Water and Sewer (Plan Phase I) to identify sources for the county's long-term water needs; particularly for each of its community planning areas.	X		
C3		Continue Palmyra Village Streetscape	X	X	Phase I: project begins in 2025, street flow, sidewalks, and street parking on Stone Jail Street side of Civil War Park. Phase II: Crosswalks, sidewalks and parking on Main Street.
		C3.1 Review and pursue opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.	X		2022 Smart Scale Grant Awarded.
		C3.2 Research options for civic displays (flags, banners, Notable Residents, etc.)		X	
C4		Successfully oversee and manage Fluvanna County aspects of the James River Water Project.	X	X	
C5		Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.	X	X	
C6		Pursue Fork Union revitalization.		X	
		C6.1 Research options for civic displays (flags, banners, Notable Residents, etc.)		X	
C7		Oversee New Administration Building project.	X	X	Multi-year project.
		C7.1 Create and Issue Request for Proposal for Design	X		
		C7.2 Select Design Firm for design of New Admin Building		X	
D		COMMUNITY DEVELOPMENT & ENRICHMENT			
D1		Draft and a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.	X	X	

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
		D1.1 Adopt Economic Development Strategic Plan.	X		
		D1.2 Implement five-year Economic Development Strategic Plan.		X	
D2		Seek opportunities to coordinate development activity at Fluvanna's northern border with Louisa County.	X	X	
D3		Hold an Economic Development Discussion Forum for local businesses with planning, zoning, building inspections, infrastructure components.	X		
D4		Investigate options for utilizing Dominion proffer - \$500,000 for recreation, green space.	X	X	
D5		Investigate opportunities to support expanded recreation opportunities, arts, and tourism.	X	X	Coordination with State agencies regarding the installation of additional boat ramps along the Rivanna and James Rivers. Fluvanna After Five @ Pleasant Grove.
D6		Research creating a "teaching farm" at PG Park.		X	Collaborative effort - FCPS? Cooperative Extension? Farm Bureau?
D7		Implement stronger Code Enforcement on the County's Spot Blight Abatement program	X	X	
D8		Review the Subdivision Ordinance on Cluster subdivisions; large lot subdivisions.		X	
D9		Review the Zoning Ordinance to look at higher density options between CPA and R4.		X	
E		FINANCIAL STEWARDSHIP AND EFFICIENCY			

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
E1		Reduce the County's reliance on creating and mailing paper checks for payments and implement expanded ACH/EFT transaction options.	X		
E2		Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.	X	X	
E3		Plan for ways to adequately fund, implement and standardize the Capital Improvement Plan, eliminating deferred CIP projects.		X	