



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Fluvanna County Library

214 Commons Blvd, Palmyra, Virginia 22963

July 5, 2023 at

5:00 pm and 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	Resolution Recommending Appointment to the Board of Equalization – Eric Dahl, County Administrator
B	Consulting Services Agreement with B. W. Murray, Inc. – Joyce Pace, General Registrar
C	Sheriff's Office Recruitment, Retention, and Salary Increase – Eric Hess, Sheriff
D	JP Morgan Debt Service CIP Budget Transfers – Eric Dahl, County Administrator
7A	APPOINTMENTS
E	Board, Commission, and Committee Appointments – Eric Dahl, County Administrator
8	PRESENTATIONS (normally not to exceed 10 minutes each)
F	Dogs Running At Large Ordinance – Eric Dahl, County Administrator
G	2023 General Assembly Update – Dan Whitten, County Attorney
9	CONSENT AGENDA
H	Minutes of June 21, 2023 – Caitlin Solis, Clerk to the Board
I	Purchase Agreement with Basic Auto Sales for 2022 Chevrolet Silverado 1500 – Tori Melton, Finance Director
J	Magic City Vehicle Purchase Agreement – Tori Melton, Director of Finance
K	FY23 ARPA Grant State Library – Tori Melton, Finance Director
L	Cooperative Agreement under City of Charlottesville Virginia Contract No. 4600001760 for Police Uniforms with Howard Uniform Company, LLC – Eric Dahl, County Administrator
M	County Attorney Paralegal/Legal Assistant Job Description – Donna Snow, Director of Human Resources
N	Emergency Medical Services (EMS) Policies – Eric Dahl, County Administrator
13	CLOSED MEETING
	TBD

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.

RECESS – DINNER BREAK

RECONVENE @ 7:00pm

RECONVENE

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

6 – PUBLIC HEARINGS

7 – ACTION MATTERS

8 – PRESENTATIONS (normally not to exceed 10 minutes each)

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

14 – CLOSED MEETING

TBD

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:	July 5, 2023				
AGENDA TITLE:	Resolution Recommending Appointment to the Board of Equalization				
MOTION(s):	I move the Board of Supervisors adopt a resolution entitled, "A RESOLUTION RECOMMENDING APPOINTMENT TO THE BOARD OF EQUALIZATION."				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	A member of the Fluvanna County Board of Equalization moved out of the County and had to resign from the Fluvanna BOE. The attached Resolution directs submission of the replacement nominee for Circuit Court consideration and formal appointment to the BOE.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Resolution Recommending Appointment to the Board of Equalization • Exhibit A – Candidate for Consideration • Exhibit B – § 58.1-3370. Appointment • Exhibit C – Virginia § 58.1-3374. Qualifications of members; vacancies • Candidate Application 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 20-2023

**A RESOLUTION RECOMMENDING APPOINTMENT TO
THE BOARD OF EQUALIZATION**

WHEREAS, Virginia Code Section 58.1-3370 requires the appointment of a Board of Equalization in each tax year immediately following the year a general reassessment is conducted in the County; and

WHEREAS, a member of the Board of Equalization, Ronald Lauziere, submitting his resignation after moving out of the County; and

WHEREAS, it is the desire of the Board of Supervisors of Fluvanna County to request that the Fluvanna County Circuit Court appoint a replacement Board of Equalization member and to suggest to the court the member to be appointed; and

WHEREAS, the Board of Supervisors desires to provide necessary clerical assistance for such Board of Equalization in accordance with Virginia Code Section 58-1-3376; and

WHEREAS, a general reassessment of the County has recently been completed; and

WHEREAS, the Fluvanna County Board of Supervisors requests the Board of Equalization to meet as frequently as necessary to hear all appeals from landowners concerning their reassessment; and

WHEREAS, the Fluvanna County Board of Supervisors encourages the Board of Equalization to meet with the assessors and review and evaluate their method of assessing the value of land in this reassessment; and

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of Fluvanna County, as follows:

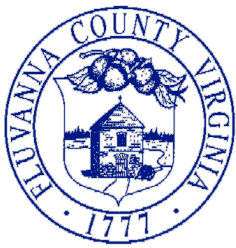
- 1) That the County Attorney be, and he is hereby, **DIRECTED** to request the appointment by the Fluvanna County Circuit Court of a replacement member for the Board of Equalization as required by law; and that, in so doing, the County Attorney shall submit to the Circuit Court a suggested replacement member for the Board of Equalization, such list being attached to this resolution as Exhibit A; and

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 5th day of July 2023:

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District						
Patricia B. Eager, Palmyra District						
Christopher Fairchild, Cunningham District						
Anthony P. O'Brien, Rivanna District						
John M. Sheridan, Columbia District						

Attest:

Mozell H. Booker, Chair
Fluvanna County Board of Supervisors



COUNTY OF FLUVANNA

“Responsive & Responsible Government”

132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

BOARD OF SUPERVISORS

John M. “Mike” Sheridan
Chair
Columbia District

Anthony P. “Tony” O’Brien
Vice Chair
Rivanna District

Mozell H. Booker
Fork Union District

Patricia B. Eager
Palmyra District

Christopher Fairchild
Cunningham District

COUNTY ADMINISTRATION

Eric M. Dahl
County Administrator

Caitlin Solis
Clerk to the Board

Exhibit A:

List of Recommended Appointees to the Board of Equalization for 2023

Mr. Woody Fincham – Rivanna District – Real Estate Appraiser for over 20 years; bachelors in Business Admin, and holds five designations related to valuation and consulting on real estate; instructor for the Appraisal Institute; was the reviewer for conservation easement and Historical Facade Easements with the Tax Department for the Commonwealth; has experience with residential, commercial and agricultural property.

Code of Virginia
Title 58.1. Taxation
Subtitle III. Local Taxes
Chapter 32. Real Property Tax
Article 14. Boards of Equalization

§ 58.1-3370. Appointment

A. The circuit court having jurisdiction within each city and each county other than those counties operating under § 58.1-3371 shall, in each tax year immediately following the year a general reassessment or annual or biennial assessment is conducted in such city or county, appoint for such city or county a board of equalization of real estate assessments, unless such county or city has a permanent board of equalization appointed according to law. In addition, at the request of the local governing body, the circuit court may appoint alternate members as provided in subsection B of § 58.1-3373, and the provisions of that subsection shall apply mutatis mutandis.

B. The term of any board of equalization appointed under the authority of this section shall expire one year after the effective date of the assessment for which it was appointed. However, if a taxpayer applies to the commissioner of the revenue or other official performing the duties imposed on commissioners of the revenue for relief from a real property tax assessment prior to the expiration of the board of equalization's term, and the term of the board of equalization expires prior to a final determination on such application for relief, and the taxpayer advises the circuit court that he wishes to appeal the determination to the board of equalization, then the circuit court may reappoint the board of equalization to hear and act on such appeal.

Code 1950, § 58-895; 1975, c. 575; 1979, c. 577; 1983, c. 304; 1984, cc. 273, 675; 1991, c. 240; 2014, c. 19; 2018, c. 604.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

Code of Virginia
Title 58.1. Taxation
Subtitle III. Local Taxes
Chapter 32. Real Property Tax
Article 14. Boards of Equalization

§ 58.1-3374. Qualifications of members; vacancies

Except as provided in § 58.1-3371 or 58.1-3373, every board of equalization shall be composed of not less than three members nor more than five members or the number of local election districts in the locality, whichever is greater. In addition to such regular members, at the request of the local governing body, the circuit court for any locality shall appoint one alternate member in the case of a board with less than five members, and two alternate members in the case of a board with five or more members. The qualifications, terms and compensation of alternate members shall be the same as those of regular members. A regular member when he knows he will be absent from or will have to abstain from any proceeding at a meeting shall notify the chairman of the board of equalization at least 24 hours prior to the meeting of such fact. The chairman may select an alternate to serve in the absent or abstaining member's place and the records of the board shall so note. Such alternate member may vote on any proceeding in which a regular member is absent or abstains.

All members of every board of equalization, including alternate members, shall be residents, a majority of whom shall be freeholders, in the county or city for which they are to serve and shall be selected from the citizens of the county or city. Appointments to the board of equalization shall be broadly representative of the community. Thirty percent of the members of the board shall be commercial or residential real estate appraisers, other real estate professionals, builders, developers, or legal or financial professionals, and at least one such member shall sit in all cases involving commercial, industrial or multi-family residential property, unless waived by the taxpayer. No member of the board of assessors shall be eligible for appointment to the board of equalization for the same reassessment. In order to be eligible for appointment, each prospective member of such board shall attend and participate in the basic course of instruction given by the Department of Taxation under § 58.1-206. In addition, at least once in every four years of service on a board of equalization, each member of a board of equalization shall take continuing education instruction provided by the Tax Commissioner pursuant to § 58.1-206. Any vacancy occurring on any board of equalization shall be filled for the unexpired term by the authority making the original appointment.

On any board or panel thereof considering appeals of commercial or multi-family residential property in a locality with a population exceeding 100,000, 30 percent of the members of such board or panel shall be commercial or multi-family residential real estate appraisers who are licensed and certified by the Virginia Real Estate Appraiser Board to serve as general real estate appraisers, other commercial or multi-family real estate professionals or licensed commercial or multi-family real estate brokers, builders, developers, active or retired members of the Virginia State Bar, or other legal or financial professionals whose area of practice requires or required knowledge of the valuation of property, real estate transactions, building costs, accounting, finance, or statistics. For the purposes of this section, commercial or multi-family residential property shall be defined as any property that is either operated as or zoned for use as commercial, industrial or multi-family residential rental property.

Code 1950, § 58-899; 1979, c. 577; 1983, c. 304; 1984, c. 675; 1995, c. 24; 2003, c. 1036; 2009, c. 25; 2010, c. 552; 2011, c. 10; 2013, c. 197; 2016, c. 38.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Applicants are considered as vacancies occur and your application will be kept on file for three years.

Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services. Before completing the application, please review the membership requirements for the Board, Commission, or Committee for which you are interested. Applicants who do not meet membership requirements will not be put forward for consideration.

Name: Woody Fincham	Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input checked="" type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience. You may also provide a resume/CV.): Attached	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: I am a well respected real estate appraiser. I have been in the business over 2 decades. I have a bachelors in Business Admin, and hold five designations related to valuation and consulting on real estate. I am also a instructor for the Appraisal Institute. As part of my tenure with the Tax Department for the Commonwealth I was the reviewer for conservation easement and Historical Facade Easements. I have experience with residential, commercial and agricultural property.	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates):	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I live here and want to see the county remain a great place to be as well as evolve with the times. My children are part of the community and I do not see my family living anywhere else. I have very specific skills in real estate valuation and consulting that would serve well with planning, development, conservation easement and various other areas.	

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

**PLEASE INDICATE BELOW THE BOARDS, COMMISSIONS, OR COMMITTEES (BCC)
ON WHICH YOU WISH TO SERVE.**

X	BCC	X	BCC	X	BCC
X	Agricultural/Forestral District Advisory Committee		Finance Board		Piedmont Virginia Community College (PVCC) Board
X	Board of Equalization (BOE)		Fluvanna Partnership for Aging Committee (FPA)	X	Planning Commission (PC)
X	Board of Zoning Appeals (BZA)		Fork Union Sanitary District (FUSD) Advisory Committee		Region Ten Community Services Board
X	Building Code of Appeals Board		James River Water Authority (JRWA)		Rivanna River Basin Commission
	Central Virginia Regional Jail (CVRJ) Authority		JAUNT Board		Social Services Board
	Columbia Task Force (CARE)		Jefferson Area Board of Aging (JABA) Advisory Council	X	Thomas Jefferson Planning District Commission (TJPDC)
	Community Policy & Management Team (CPMT)		Jefferson Area Board of Aging (JABA) Board of Directors		Thomas Jefferson Water Resources Protection Foundation
X	Economic Development Authority (EDA)		Library Board of Trustees		
	Economic Develop. & Tourism Advisory Council (EDTAC)		Monticello Area Community Action Agency (MACAA)		
	Family Assessment and Planning Team (FAPT)		Parks & Recreation Advisory Board (RAB)		

Submit by email (clerk@fluvannacounty.org) or mail to:

County of Fluvanna, Attention: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963

By signing below you are indicating that you have read and understand the Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.

In accordance with Virginia Code §2.2-3705.1, by submitting this application, it is presumed that you are providing your personal contact information to be used for communicating with the County, and unless otherwise indicated by you, your personal contact information will not be shared publicly.

Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	
Woody Fincham		1/5/2023	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
14 Lafayette Drive Palmyra, VA 22963			
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
5	[REDACTED]		[REDACTED]

Office Use Only

Application Received On:	1/5/2023	Application Received By:	
Acknowledgement Sent:			
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

Curriculum Vitae

Woody Fincham, SRA, AI-RRS, ASA, RAA

Member of RAC

14 Lafayette Dr
Palmyra, VA 22963



Credentials:

- Virginia Certified Residential Appraiser: #4001008056

Education:

- 2019 ASA Designation
- 2018 RAA Designation
- 2017 Member of Relocation Appraisal Consultants
- 2015: AI-RRS Designation
- 2013: Bachelor of Science, Business Administration
- 2011: SRA Designation
- 2004: Associate in Arts
- 2000-Present: Ongoing continuing education as required by licensing and Designations

Professional Affiliations:

Charlottesville Area Association of Realtors

- Board of Directors 3-Year Term Ending 12/31/2024

Appraisal Institute:

I have participated and continue to participate as a volunteer with various AI committees and teams.

- Awarded the Volunteer of Distinction Award by the president in 2017
- Admissions and Designation Qualifications Committee, Designated Member (appointed twice)
- Education Committee Member
- Professional Standards and Guidance Committee
- Admissions and Designation Qualifications Committee, Designated Member
- HRAI Education Committee Member
- Experience Screening Panel AI: SRA and AI-RRS Screener (peer review for designation paths)
- 2011-14: Leadership Development Advisory Council (LDAC), 2014 Discussion Leader
- HUD Approved Appraiser
- VA Panel Approved Appraiser

Experience:

2019-Present President, Fincham & Associates, Inc

2017-2019 Residential Chief Appraiser, Valuentric, LLC (now Opteon)

2015- Present Vice President, Virginia Manager, Valuentric, LLC

2014-2015 Virginia Taxation Department: Senior Land Preservation Tax Credit Consultant (conservation easement and historical facade easement review)

2013-2014: Deputy Assessor, Albemarle County, VA

2011-2013: Deputy Assessor, Suffolk, VA Assessor's Office

2009-2011: Staff Appraiser, Newport News, VA Assessor's Office

2009: Appraiser, (Residential and Commercial), Braun & Associates, Knoxville, TN

2007-2009 a la mode Labs Member

2009- a la mode Present Beta Group

2004 - 2015: Founder, Chief Appraiser FM & Associates

2002-2004: Staff Appraiser; Managing Appraiser, Messina & Associates, INC Virginia Beach, VA

2000-2002: Staff Appraiser, Elder Appraisal Services, LLC Norfolk, VA

1999-HERS Certified Energy Rater

1998-2001 FHA 203(k) Construction Consultant

Summary of Practical Experience:

Mr. Fincham has valued and consulted on some of the most exclusive estates in the commonwealth. He has completed valuations on properties as high as 60 million dollars, and complex assignments that includes multiple homes on one parcel, large acreage estates, exclusive architectural designs as well as well-known luxury estates. His expertise extends into all levels of residential property to include high performance homes, specialty design and atypical properties. He is an expert on valuing community land trusts, having recently been a reviewer for the community land trust class for the Appraisal Institute.

- Completed all "green" classed for residential appraisal with Appraisal Institute
- Extensive Practical Experience with "Green" valuation
- Conservation Easement Registry

Clients have included federal agencies, private wealth management divisions at banks, financial planners, CPAs and various municipal and state agencies. Mr. Fincham has been through several depositions and was admitted as an expert in the following municipalities:

- Albemarle County
- Louisa County
- City of Richmond
- City of Suffolk
- City of Chesapeake.

Mr. Fincham also worked with the Attorney General's Office in the Commonwealth of Virginia when he was a staff appraiser for the Department of Tax where he assisted in appraisal review and establishing hazard assessment for potential tax audits related to conservation easement and historical facade easements related to tax credits.

Classes and Seminars Approved to teach with the Appraisal Institute:**Program**

Basic Appraisal Principles

Basic Appraisal Procedures

Business Practices and Ethics

Community Land Trust (CLT) Appraisal Training

FHA Appraising for Valuation Professionals: FHA Single Family Housing Appraisal Requirements

Ignorance Isn't Bliss: Understanding an Investigation by a State Appraiser Regulatory Board or Agency

Inconsistency: It's Hiding in Plain Sight in Your Residential Appraisal --- Non-lender examples—Next level analysis

Introduction to Green Buildings: Principles & Concepts

Real Estate Finance, Statistics, and Valuation Modeling

Residential Applications: Using Technology to Measure and Support Assignment Results

Residential Market Analysis and Highest & Best Use

Residential Report Writing and Case Studies

Review Case Studies - Residential

Review Theory - Residential

Supervisory Appraiser/Trainee Appraiser Course

Valuation by Comparison: Residential Analysis and Logic

Valuation Overview of Accessory Dwelling Units

Classes, Seminars and Conferences Taken and Attended (some were taught by me):

Title	Location	Sponsor	Start Date
Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications	Midlothian, VA	Virginia Commonwealth Chapter	06/22/2023
2023 Regional Economic Report for Appraisers	Norfolk, VA	Hampton Roads Chapter	06/13/2023
AVOIDING BIAS: Building A Bias Defense	Synchronous Livestream	Hampton Roads Chapter	04/26/2023
Appraising in Floodplains & Wetlands	Afton, VA	Virginia Commonwealth Chapter	04/13/2023
Inconsistency: It's Hiding in Plain Sight in Your Residential Appraisal --- Non-lender examples ---Next level analysis	Norfolk, VA	Hampton Roads Chapter	04/04/2023
Community Land Trust (CLT) Appraisal Training	Synchronous	Appraisal Institute	12/06/2022
Spotlight on Reappraising, Readdressing, Reassigning: What to Do and Why	Norfolk, VA	Hampton Roads Chapter	11/15/2022
Litigation Appraising: Specialized Topics and Applications	NASHVILLE, TN	Tennessee Chapter	10/05/2022
Valuation Overview of Accessory Dwelling Units	Chicago, IL	Appraisal Institute	12/10/2021
Hampton Roads Real Estate Symposium 2021	Virginia Beach, VA	Hampton Roads Chapter	10/20/2021
2021 IRS Summit	Virtual Classroom	Southern California Chapter	09/09/2021
Advanced Residential Report Writing/Part 2	Denver, CO	Appraisal Institute	10/04/2019
Advanced Residential Applications & Case Studies/Part 1	Denver, CO	Appraisal Institute	10/02/2019
Appraisal of Manufactured Homes Featuring Next-Generation Manufactured Homes	Dallas, TX	Appraisal Institute	04/16/2019

Appraiser and The AMC: The Great Debate	Westbury, NY	Long Island Chapter	02/13/2019	02/13/2019
Valuation by Comparison: Residential Analysis and Logic	Westbury, NY	Long Island Chapter	02/13/2019	02/13/2019
Ignorance Isn't Bliss: Understanding an Investigation by a State Appraiser Regulatory Board or Agency		Long Island Chapter	02/12/2019	02/12/2019
Introduction to Green Buildings: Principles & Concepts	San Juan, PR	Puerto Rico and Caribbean Chapter	01/24/2019	01/24/2019
The Valuation of Solar Photovoltaic Systems	Breckenridge, CO	Colorado Chapter	09/09/2018	09/09/2018
Residential Site Valuation and Cost Approach	NASHVILLE, TN	Tennessee Chapter	08/15/2018	08/16/2018
2018 Annual Conference Sessions Day Two		Appraisal Institute	07/31/2018	07/31/2018
2018 Annual Conference Sessions Day One		Appraisal Institute	07/30/2018	07/30/2018
Metro DC Chapter 2018 Appraisal Conference	Washington, DC	Washington DC Metropolitan Area Chapter	04/19/2018	04/19/2018
Business Practices and Ethics	Midlothian, VA	Virginia Commonwealth Chapter	12/08/2017	12/08/2017
7-Hour National USPAP Update Course	Midlothian, VA	Virginia Commonwealth Chapter	12/07/2017	12/07/2017
Making the Math Work: Cost-Effective Trainee Development	Washington, DC	Washington DC Metropolitan Area Chapter	10/11/2017	10/11/2017
Income Approach for Residential Appraisers	Afton, VA	Virginia Commonwealth Chapter	09/21/2017	09/21/2017
2017 Annual Conference Sessions Day Two	Ottawa, ON	Appraisal Institute	06/10/2017	06/10/2017
2017 Annual Conference Sessions Day One	Ottawa, ON	Appraisal Institute	06/09/2017	06/09/2017

Valuation by Comparison: Residential Analysis and Logic	Knoxville, TN	Tennessee Chapter	04/10/2017	04/10/2017
Review Theory - Residential	Tulsa, OK	Green Country of Oklahoma Chapter	03/06/2017	03/08/2017
Residential Report Writing and Case Studies	NASHVILLE, TN	Tennessee Chapter	02/23/2017	02/24/2017
Review Case Studies - Residential	Chicago, IL	Appraisal Institute	12/12/2016	12/13/2016
Business Practices and Ethics	Roanoke, VA	Virginia Commonwealth Chapter	12/01/2016	12/01/2016
General Appraiser Report Writing and Case Studies	Midlothian, VA	Virginia Commonwealth Chapter	08/02/2016	08/05/2016
2016 Annual Conference Sessions Day Two (AM)	Charlotte, NC	Appraisal Institute	07/26/2016	07/26/2016
General Appraiser Market Analysis and Highest & Best Use	Midlothian, VA	Virginia Commonwealth Chapter	07/11/2016	07/14/2016
Residential Applications: Using Technology to Measure and Support Assignment Results	Warwick, RI	Massachusetts and Rhode Island Chapter	05/24/2016	05/24/2016
Case Studies in Appraising Green Residential Buildings	Charlottesville, VA	Virginia Commonwealth Chapter	04/19/2016	04/19/2016
Introduction to Green Buildings: Principles & Concepts	Charlottesville, VA	Virginia Commonwealth Chapter	04/18/2016	04/18/2016
Appraising Condos, Co-ops, and PUDs	Chicago, IL	Chicago Chapter	04/08/2016	04/08/2016
Supervisory Appraiser/Trainee Appraiser Course	Henrico, VA	Virginia Commonwealth Chapter	03/24/2016	03/24/2016
7-Hour National USPAP Update Course	Midlothian, VA	Virginia Commonwealth Chapter	02/05/2016	02/05/2016

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

TAB B

MEETING DATE:	July 5, 2023				
AGENDA TITLE:	Cybersecurity Consulting Services Agreement with B. W. Murray, Inc.				
MOTION(s):	<p><u>Motion #1:</u> I move the Board of Supervisors approve the Consulting Services Agreement with B. W. Murray & Co., Inc., the Fluvanna County Electoral Board and the Fluvanna County Registrar and the County for as-needed Services up to an maximum of no more than \$20,000 per annual term and those current tasks for Project Agreement 1 for Cybersecurity Planning Services for \$1,070.91 monthly and that Project Agreement 2 for Penetration Testing at a one-time cost of \$3,240, and further authorize the County Administrator to execute the agreement, project agreement 1 and project agreement 2, subject to approval as to form by the County Attorney.</p> <p><u>Motion #2:</u> I move the Board of Supervisors approve an FY24 supplemental appropriation for the Registrar’s Office in the amount of \$20,000 from:</p> <ol style="list-style-type: none"> 1. FY24 Unassigned Fund Balance 2. FY24 BOS Contingency <p>to cover cybersecurity consulting services costs to comply with 2023 Locality Election Security Standards (LESS) from the Virginia State Board of Elections and the Virginia Department of Elections.</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):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	Locality Election Security Standards (LESS) under Applicable Law make this Consulting Services Agreement necessary as the County Electoral Board must certify its compliance with these new standards. The County’s objective in entering into this Agreement is to comply with (i) the 2023 Local Election Security Standards dated November 16, 2022, Version Number 4 (“LESS Standards”), attached the Agreement as Exhibit 1, and (ii) the 2023 Local Election Security Standards Controls Matrix, Tools and Resources dated November 2022, Version Number 4 (“LESS Controls”), attached to the Agreement as Exhibit 2. LESS Standards and LESS Controls as used in the Agreement mean as such standards are amended, modified, or replaced by				

	<p>similar standards or rules from time to time throughout the Term by the Virginia Department of Elections, or other agency given authority under Applicable Law to modify such standards, or as such are amended by Applicable Law. The Consultant in performing any Services under the Agreement must perform all Services so as to meet all applicable requirements, deadlines and target dates as required by the LESS Standards, LESS Controls, and any applicable Project Agreement. The expectation is the standards may change and this term agreement will allow for changes in work/scope as requirements are changed under Applicable Law. This task-order based term contract allows the parties to issues additional as-needed tasks based on changes in law or issues discovered.</p>				
FISCAL IMPACT:	<p>An approval will increase the Registrar’s Office budget \$20,000 for FY24 and in subsequent fiscal years, in order to meet the Virginia State Board of Elections and the Virginia Department of Elections Locality Election Security Standards.</p>				
POLICY IMPACT:	<p>N/A</p>				
LEGISLATIVE HISTORY:	<p>N/A</p>				
ENCLOSURES:	<ul style="list-style-type: none"> a. Consulting Services Agreement with B. W. Murray & Co., Inc., the Fluvanna County Electoral Board and the Fluvanna County Registrar and the County for as-needed Services up to an maximum of no more than \$20,000 per annual term and exhibits thereto; b. Project Agreement 1 for Cybersecurity Planning Services for \$1,070.91 monthly; and c. Project Agreement 2 for Penetration Testing at a one-time cost of \$3,240. 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is made as of the 1st day of July, 2023 ("Effective Date") by and between B. W. MURRAY & CO., Inc., a Virginia corporation having its principal place of business at 1846 Westover Ave., Petersburg, Virginia 23805 ("Consultant"); the Fluvanna County Electoral Board, a government entity having its principal place of business at 265 Turkeysag Trail, Suite 115, Palmyra, VA 22963 together with the Fluvanna County Registrar, Joyce Pace, (together the "Client"); and the County of Fluvanna, a political subdivision of the Commonwealth of Virginia, (the "County"), with an address of 123 Main Street, Palmyra, VA 22963, to acknowledge that funding for the Services shall be either paid for by the County directly or indirectly through amounts budgeted to the Fluvanna County Registrar's Office and further the County is an intended beneficiary of this Agreement and may avail itself to the same rights and remedies under this Agreement as Client. Consultant, Client, and the County may be collectively referred to herein as the "Parties" and individually as a "Party."

1. Services. This Agreement covers Services to the Fluvanna County Electoral Board and the Fluvanna County Registrar. Consultant agrees to provide as needed consulting services related to computer hardware, software, network configuration, operating systems and networks, database development, programming, and other similar work (the "Services"). Services will be done on behalf of Client, at Client's request based upon a written Project Agreement, as defined below in Section 2, executed by the Parties identifying the specific Services to be rendered (the "Task"). The Services and will be performed at a location or locations to be determined by the Parties in such Project Agreement. The Client will request the Services, the Consultant will send a quote, and the Client will either reject the quote or circulate a Project Agreement based on the quote. The Client may require for any Project Agreement that all of the Services performed thereunder be performed at the hourly rates but subject to a not-to-exceed amount for the total cost of such Task. By way of example, Services might include installing and configuring Windows operating systems, Internet servers, and associated software.

2. Project Agreements; Limitation: Individual projects will be based on hourly rates as set forth below in Section 3. Project Agreements shall be entered into for each individual project, specifying additional terms applicable to the individual project, including but not limited to the following: (i) detailed scope of work for the project; (ii) pricing of the project; (iii) billing schedule for the project (whether periodic or on completed project basis); (iv) timing requirements for project performance; (v) the Fluvanna County Registrar shall be the Client's Project Manager unless identification of the a different project manager for the project is set forth in the Project Agreement. One or more Project Agreements may be entered into with the Consultant during the Term, however there is no guarantee of the issuance of any Project Agreement. To be valid and enforceable, in addition to the Consultant and Client the County is a necessary party to all Project Agreements hereunder.

3. Additional Work. After entering into a Project Agreement, if the Client requests additional work beyond the scope of the Services for that Task, Consultant may take reasonable action and expend reasonable amounts of time and money based on such request only after the Client requests such additional work in writing by written change order. Consultant is not required to perform work outside the scope of the Services prior to issuance of a written change order, but may, in its sole discretion at its risk. The client agrees to pay Consultant for such additional action and expenditure if such change order is approved in writing. The Consultant agrees to only charge for Services actually rendered and to the extent less work on any Project Agreement is needed than anticipated, the Consultant agrees to charge no more than the actual hours worked in accordance with this Agreement.

4. Project Agreement 1. The Parties desire to enter into Project Agreement 1 which shall be paid on a lump sum basis as set forth in such Project Agreement 1 under this Agreement. Attached hereto and incorporated herein by reference is such Project Agreement 1. The Services described in Project Agreement 1 shall NOT be billed hourly under this Agreement, but instead as agreed upon by the Parties and in accordance with Project Agreement 1 shall be billed monthly to the Client in the amount of \$1,070.91 for Services under Project Agreement 1 properly rendered in complete conformance to this Agreement and Project Agreement 1.

5. Cost of Services.

- a. The cost of the Services shall vary as provided below:
 - i. The fees for Project Agreement 1 shall be as set forth in Project Agreement 1 and the hourly rates set forth below shall not apply to such Services.
 - ii. All Regular Consulting Hours, as defined in this Agreement, will be provided at a rate of one hundred and eighty dollars (\$180.00) per hour. "Regular Consulting Hours" shall consist of any time Consultant works for Client during regular business hours. Regular business hours are defined as 8:00 AM to 5:00 PM Monday through Friday excluding federal holidays. All Services under this Agreement must be performed during Regular Consulting Hours except as other hours are specifically authorized by the Client in writing in the Project Agreement.
 - iii. All Extended Consulting Hours, as defined in this Agreement will be provided at a rate of two hundred and seventy dollars (\$270.00) per hour. "Extended Consulting Hours" shall consist of any hours worked by Consultant outside of the period defined as Regular Consulting Hours. This includes weekends, the period 5:00 PM to 8:00 AM during weekdays, and all holidays. No work under this Agreement may be provided by Consultant during Extended Consulting Hours unless work is specifically requested to be performed during the Extended Consulting Hours by Client and approved specifically in the Project Agreement.
 - iv. Short-Notice Emergency, as defined in this Agreement will be provided at a rate of three hundred and sixty dollars (\$360.00) per hour. "Short-Notice

Emergency” shall consist of any labor requested by the client that escalates an issue to “Priority One” outside the scope of Consultant’s standard operating procedures. Whenever an issue is artificially raised to Priority One, the Consultant will inform the Client in advance and get their approval to proceed, and thereafter may designate the issue to be a Short-Notice Emergency Service. No work under this Agreement may be provided as a Short-Notice Emergency Service unless work is specifically requested to be performed during the Extended Consulting Hours by Client and approved specifically in the Project Agreement. In cases of an emergency, in the Client’s sole discretion, the Client may approve an emergency by email.

- b. These rates are subject to change annually on the anniversary of the Effective Date upon at least thirty (30) days prior written notice of such rate change to Client and County, however rates are subject to change only if Consultant has generally increased rates to all customers by such amount and in addition no annual change can exceed a 3% increase.
- c. Except as specifically set forth in a Project Agreement or an Agreement for Managed Services, there is a \$180.00 minimum charge for all onsite visits (this does not apply to Project Agreement 1). Except as specifically set forth in a Project Agreement of Agreement for Managed Services, there is a \$90.00 minimum charge for remote support services (this does not apply to Project Agreement 1). If it would be less cost to the Client, then the Consultant agrees to do work remotely whenever practicable except to the extent the Client specifically requests on-site Services.
- d. All Services must be billed in increments of a quarter hour or smaller increment (such as 1/5, 1/6, 1/8 of an hour). In no event shall the Consultant bill the County in increments of an hour larger than is their standard practice. For example, if Consultant generally bills in increments of 1/10 of an hour and works on site during Regular Consulting Hours the charge for 2 hours and 8 minutes would be \$396. By way of example, if Consultant generally bills in increments of 1/2 of an hour and works on site during Extended Consulting Hours the charge for 1 hour 15 minutes would be \$337.50.
- e. The County is a tax-exempt political subdivision of the Commonwealth of Virginia.
- f. Notwithstanding anything to the contrary contained herein, the total amount that may be paid in aggregate to the Consultant under this Agreement per Agreement year for all project agreements (restarting annually on the anniversary of the Effective Date) shall be no more than \$_____ (“Contract Limit”). No amounts in excess of the Contract Limit shall be due and owing to Consultant unless the County and the Parties have modified this Agreement in a signed writing to allow for such amount with specific reference to this Section 5(f).

6. Payment. Unless agreed to otherwise and in writing, payment is due on any proper invoice under this Agreement within forty-five (45) days of monthly invoicing. The Client is

required to comply with the Prompt Payment Provisions of the Virginia Public Procurement Act. Consultant reserves the right to refuse to perform additional Services until the Client's account is brought current. Client agrees to timely review each Consultant invoice and bring any questions or requests regarding the invoice to Consultant's attention prior to the due date for such invoice.

7. Term of Agreement. This Agreement shall commence on the Effective Date and, unless terminated as provided for in this section, shall continue to be effective for a period of one (1) year ("Term"). The Client, in its sole discretion, may renew this Agreement for up to four (4) additional one (1) year periods after the expiration of the initial one (1) year period. Each such renewal shall be automatic unless the Client elects not to renew. The Client will issue a written notification to the Consultant of its intent not to renew prior to the expiration of any current term. Either party may cancel this Agreement upon thirty (30) days written notice; and this is in addition to any rights of termination contained in the County's General Terms as defined below in Section 16.

8. Complete Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, purportedly agreed to, or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales material or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein. In the event of a conflict in the provisions the attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

9. Governing Law and Jurisdiction. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to principals of conflicts of laws. The Parties irrevocably agree that any legal action or proceeding arising out of or relating to this Agreement or for the recognition and enforcement of any judgment in respect hereof brought by the other Party or its successors or assigns shall be brought in the courts of the Commonwealth of Virginia, County of Fluvanna, or in a Party's discretion, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Virginia, Charlottesville Division, and each of the Parties irrevocably submits to the exclusive jurisdiction of the aforesaid courts with regard to any such action or proceeding arising out of or relating to this Agreement or the transactions contemplated by the Agreement.

10. Scope of Agreement. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the Parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

11. Notices. Any notice which any Party hereto may desire or may be required to give to the other Party under this Agreement shall be in writing, and shall be deemed given if and when: (i) personally delivered; (ii) upon receipt if sent by any nationally recognized overnight

courier addressed to a Party at the address set forth in this Section 9, or at such other place as such party may have designated to all other Parties by written notice; or, (iii) upon receipt if sent by U.S. certified mail, postage prepaid to a Party at the address set forth in this Section 11, or at such other place as such party may have designated to all other Parties by written notice.

(a) Notices to Consultant should be sent to:

Wade Murray
B. W. MURRAY & CO., Inc.
PO BOX 2289
PETERSBURG, VA 23804

(b) Notices to Client should be sent to:

Joyce Pace
Fluvanna County Electoral Board
PO BOX 44
PALMYRA, VA 22963

(c) Notice to the County:

Fluvanna County
Attn: Eric M. Dahl, County Administrator
132 Main Street
Palmyra, VA 22963

With a copy to:
Fluvanna County Attorney
132 Main Street
Palmyra, VA 22963

12. Confidential Information. Consultant shall hold in trust for the other Party ("Such Other Party") and shall not disclose to any non-party to the Agreement, any confidential information of Such Other Party. Confidential information is information which relates to Such Other Party's research, development, trade secrets, or business affairs, but does not include information which is generally known or easily ascertainable by nonparties of ordinary skill in computer design, programming, networking, information technology, or the specific business interests of either Party.

13. Limited Warranty. CONSULTANT WARRANTS TO CLIENT THAT THE MATERIAL, ANALYSIS, DATA, PROGRAMS, AND SERVICES TO BE DELIVERED OR RENDERED UNDER THIS AGREEMENT WILL BE PERFORMED BY QUALIFIED PERSONNEL. CONSULTANT WARRANTS TO CLIENT THAT THE SERVICES AND LABOR PERFORMED AS PART OF THIS AGREEMENT WILL BE OF MANNER AND

QUALITY ASSOCIATED WITH A PROFESSIONAL TECHNICAL CONSULTANT, WILL BE COMPLETED IN A GOOD AND WORKMANLIKE MANNER, AND WOULD PASS WITHOUT EXCEPTION IN THE INDUTRSY. CONSULTANT OFFERS NO GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, AS TO SYSTEM AVAILABILITY AND FUNCTIONALITY DURING ANY PHASE OF ITS SUPPORT SERVICES AND MAKES NO GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE ABILITY TO RESOLVE COMPUTER-RELATED PROBLEMS, TO RECOVER DATA, OR TO AVOID LOSING DATA. SO LONG AS CONSULTANT HAS NOT (I) BREACHED ANY REPRESENTATION OR WARRANTY MADE IN THIS AGREEMENT, OR (II) ACTED NEGLIGENTLY OR WILLFULLY, THEN CONSULTANT SHALL NOT BE LIABLE, WHETHER IN CONTRACT OR TORT (INCLUDING BREACH OF WARRANTY, OR STRICT LIABILITY IN TORT), FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO CONSULTANT IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY CONSULTANT. IN THE EVENT THAT THIS LIMITATION OF DAMAGES IS HELD UNENFORCEABLE THEN THE PARTIES AGREE THAT ALL LIABILITY TO CLIENT SHALL BE LIMITED TO \$10,000.

14. Limitation of Liability. SO LONG AS CONSULTANT HAS NOT (I) BREACHED ANY REPRESENTATION OR WARRANTY MADE IN THIS AGREEMENT, OR (II) ACTED NEGLIGENTLY OR WILLFULLY, THEN CONSULTANT SHALL NOT BE LIABLE, WHETHER IN CONTRACT OR TORT (INCLUDING BREACH OF WARRANTY, OR STRICT LIABILITY IN TORT), FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO CONSULTANT IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY CONSULTANT. IN THE EVENT THAT THIS LIMITATION OF DAMAGES IS HELD UNENFORCEABLE THEN THE PARTIES AGREE THAT ALL LIABILITY TO CLIENT SHALL BE LIMITED TO \$10,000.

15. Relationship between the Parties. Consultant is an independent contractor and Consultant is not employed by Client. Consultant is hereby contracting with Client for the services described in this Agreement and Consultant reserves the right to determine the method, manner, and means by which the services will be performed. Consultant is not required to perform the services during a fixed hourly or daily time except as may be specified in this Agreement or in any written notice to proceed from the Client nor shall Consultant be required to devote his full time to the performance of the Services required hereunder, and it is acknowledged that Consultant has other clients and offers services to the general public. The

order or sequence in which the work is to be performed shall be under the control of the Consultant.

16. County's General Terms. The Contractor agrees that it will comply with and that all the Services performed pursuant to this Agreement will be in strict conformance with all applicable requirements and provisions of the County's General Terms, Conditions and Instructions to Bidders and Contractors (the "County's General Terms") 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 all requirements of Applicable Law. "Applicable Law" as used herein means all applicable federal, Commonwealth of Virginia and local laws, ordinances, rules and regulations or similar standards in any way related to the Services or performance under this Agreement. The Parties agree that for purposes of the County's General Terms, the word "County" as used in the County's General Terms shall include Client as defined herein. The Contractor has reviewed and agrees to the County's General Terms: _____[Initial].

17. Drug Free Workplace Certification. Consultant agrees to comply with the provisions of Virginia law regarding maintenance of a Drug-Free Workplace. Consultant agrees to notify its employees that they are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances.

18. No Third-Party Benefit. This Agreement is for the sole and exclusive benefit of Client and Consultant and County and their respective permitted successors and assigns, and no third party is intended to or shall have any rights hereunder.

19. No Assignment by Client. Client may not assign its rights or delegate its responsibilities hereunder without the prior written consent of Consultant, and any such attempted assignment without such written consent shall be null and void.

20. LESS. The Parties agree that the Client's objective in entering into this Agreement is to comply with (i) the 2023 Local Election Security Standards dated November 16, 2022, Version Number 4 ("LESS Standards"), attached hereto as Exhibit 1, and (ii) the 2023 Local Election Security Standards Controls Matrix, Tools and Resources dated November 2022, Version Number 4 ("LESS Controls"), attached hereto as Exhibit 2. The LESS Standards and LESS Controls are both incorporated herein by reference as a material part of this Agreement. LESS Standards and LESS Controls as used herein shall mean as such standards are amended, modified, or replaced by similar standards or rules from time to time throughout the Term by the Virginia Department of Elections, or other agency given authority under Applicable Law to modify such standards, or as such are amended by Applicable Law. The Consultant in performing any Services under this Agreement shall perform all Services so as to meet all applicable requirements, deadlines and target dates as required by the LESS Standards, LESS

Controls, and any applicable Project Agreement. As used herein or in any Project Agreement, "LESS" means the LESS Standards and Less Controls collectively as defined herein.

21. Services hereunder are for equipment, services, software, or other materials essential to the conduct of the election pursuant to the Code of Virginia 24.2-602.

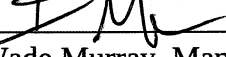
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized Parties hereto have signed this Agreement and agree that it shall be binding upon the Parties as of the date set forth below.

Fluvanna County

B. W. MURRAY & CO., Inc.

By _____
Eric M. Dahl, County Administrator

By 
B. Wade Murray, Manager

Date: _____

Date: JUNE 13, 2023

Fluvanna County Registrar

Fluvanna County Electoral Board

Joyce Pace

By _____

Date: _____

Name: _____

Approved as to form:
Fluvanna County Attorney

Title: _____

Date: _____

PROJECT AGREEMENT 1 FOR CYBERSECURITY PLANNING SERVICES
(Attachment to Agreement for Consulting Services)

This Project Agreement 1 for Cybersecurity Planning Services (this "Project Agreement") is made as of July 1, 2023 ("Effective Date") by and between B. W. MURRAY & CO., Inc., a Virginia corporation having its principal place of business 1846 Westover Ave., Petersburg, Virginia 23805 ("Consultant") and the Fluvanna County Electoral Board, a government entity having its principal place of business at 265 Turkeysag Trail, Suite 115, Palmyra, VA 22963 together with the Fluvanna County Registrar, Joyce Pace, (together the "Client"); and the County of Fluvanna, a political subdivision of the Commonwealth of Virginia, (the "County"). Consultant, Client and the County may be collectively referred to herein as the "Parties" and individually as a "Party." This Project Agreement amends and modifies, and constitutes a "Project Agreement" under that certain Agreement for Consulting Services dated July 1, 2023 executed by the Parties (the "Agreement"). All of the terms of the Agreement are expressly incorporated herein. All capitalized terms herein shall have the meaning ascribed to them in the Agreement, unless expressly defined otherwise herein.

1. **Services; Payment Terms.** Consultant agrees to perform for Client the following services (the "Cybersecurity Planning Services") for the following monthly fixed fees.

- (a) Cybersecurity Planning Services for Client
Monthly Total: \$ 1,070.91

In addition to the monthly fees set forth above, Client agrees to pay an initial setup of equipment and services ("Setup Services") fee in the amount of [\$ 0.00]. Client shall pay the Setup Services fee (if any) upon execution of this Project Agreement and the Cybersecurity Planning Services fees on the first day of each calendar month. The Cybersecurity Planning Services fee is charged for the whole month and shall not be prorated for a portion of the month. The monthly Services shall continue for the Term of the Agreement unless sooner terminated upon fifteen (15) days notice to Consultant by Client for any reason. After termination of the Services under this Project Agreement no further amounts of any kind will be due and owing to Consultant except for amounts owed for monthly services actually rendered in complete conformance with this Project Agreement and completed prior to such termination if not yet paid for in full. Payments shall be made in accordance with Section 6 of the Agreement. The Client may terminate for cause owing to any breach by Consultant of this Agreement effective immediately without advance notice to Consultant.

2. **Services Included in Cybersecurity Planning Services.**

- (a) Organize LESS-Compliant Cybersecurity Program
- i. Perform annual cybersecurity risk assessment
 - ii. Perform annual cybersecurity controls audit
 - iii. Provide customized templates for security policies & other documentation, to include:
 - Acceptable Use Policy
 - Access Management Policy
 - Audit and Accountability Policy
 - Business Impact Analysis

- Configuration Management Policy
 - Continuity Plan
 - Data Classification Policy
 - Encryption Policy
 - Exceptions and Exemptions Policy
 - Identification and Authentication Management Policy
 - Incident Management Policy
 - Maintenance Policy
 - Media and Data Protection Policy
 - Password Management Policy
 - Personnel Security Management Policy
 - Physical and Environmental Protection Policy
 - Risk Assessment Plan
 - Roles and Responsibilities Policy
 - Security Assessment and Authorization Policy
 - Security Awareness Training Policy
 - System and Communication Protection Policy
 - System and Information Integrity Policy
 - Systems and Services Acquisition Policy
- iv. Document existing organizational security procedures

(b) Annual Remediation Plan

- i. Establish annual remediation plan to address all non-compliant “Baseline” LESS
- ii. Maintain security alignment with business goals / expectations
- iii. Co-manage remediation efforts with locality IT personnel

(c) Monthly On-site Consultations

- i. Convey security goals & current state to executives
- ii. Provide expert insight on tools, tech, resources, etc.
- iii. Suggest evidence gathering mechanisms for audits
- iv. Suggest risk mitigation tools

(d) Questionnaire Responses

- i. Prepare annual responses to LESS checklist/questionnaire

(e) Secure Documentation

- i. Utilize “air-gapped” computer & printer systems
- ii. Utilize full disk encryption
- iii. Establish & maintain two (2) on-premise Security Plan binders
 - Produce required inventories
 - Produce required diagrams
- iv. Establish & maintain two (2) on-premise Plan of Action & Milestones binders

- (f) Security Monitoring
- i. Implement and maintain one (1) “all-in-one” Wazuh SIEM / XDR security monitoring platform on Client-owned equipment
 - ii. Manage one (1) Client-owned on-premise server (physical hypervisor for Wazuh), if necessary
3. **Access to Hardware, Passwords, and Personnel.** Client agrees to provide Consultant with such personnel, information, resources, and access to its vendors, customers and facilities as Consultant may require in rendering the Cybersecurity Planning Services.
4. **Term of Project Agreement; Termination.** This Project Agreement shall commence on the Effective Date set forth above and shall continue for the Term as defined in the Agreement, except if terminated as permitted hereunder or as permitted under the County;s General Terms.
5. **Limited Scope of Project Agreement.** Any labor provided outside the scope of this Project Agreement will be at the rates stated in the Agreement and must be evidenced in a separate written project agreement signed by the Parties.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized Parties hereto have signed this Agreement and agree that it shall be binding upon the Parties as of the date set forth below.

Fluvanna County

B. W. MURRAY & CO., Inc.

By _____
Eric M. Dahl, County Administrator

By 
B. Wade Murray, Manager

Date: _____

Date: JUNE 13, 2023

Fluvanna County Registrar

Fluvanna County Electoral Board

Joyce Pace

By _____

Date: _____

Name: _____

Title: _____

Approved as to form:
Fluvanna County Attorney

Date: _____

PUBLIC



★ VIRGINIA ★
DEPARTMENT *of* ELECTIONS

2023 LOCALITY ELECTION SECURITY STANDARDS (LESS)

Voter Registration System Security (VRSS) Advisory Group
Virginia Department of Elections
Virginia State Board of Elections

Approved by the State Board of Elections November 16, 2022

Version Number: 4



ELECT Locality Election Security Standards

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ELECT Locality Election Security Standards

QUICK START GUIDE

BACKGROUND

The Code of Virginia § 24.2-410.2(A) instructs the State Board of Elections to “promulgate regulations and standards necessary to ensure the security and integrity of the Virginia voter registration system and the supporting technologies utilized by the counties and cities to maintain and record registrant information. The State Board shall, in consultation with representatives of local government information technology professionals and general registrars, update the security standards at least annually. Such review shall be completed by November 30 each year.”

The law (Code of Virginia § 24.2-410.2(B)) requires each locality electoral board to “develop and annually update written plans and procedures to ensure the security and integrity of those supporting technologies. All plans and procedures shall be in compliance with the security standards established by the State Board pursuant to subsection A. Each electoral board shall report annually by March 1 to the Department of Elections on its security plans and procedures.”

To maintain access to the Virginia Voter Registration System, localities must follow the State Board of Elections’ adopted Locality Election Security Standards. Prior to restricting access to the Virginia voter registration system, the Department of Elections must provide notice to the locality of the failure to comply with the required standards or the required reporting on compliance with those standards, and allow the locality seven days to correct deficiencies.

A locality has until March 1 annually to submit its report on compliance with the Locality Election Security Standards, and until April 1 to submit its full Remediation Plan in compliance with the Locality Election Security Standards GR 4 (Locality Election Security Standards Annual Audit).

2022 UPDATES

The Voter Registration System Security (VRSS) Advisory Group annually reviews and recommends updates to the Locality Election Security Standards (LESS) in advance of the State Board’s annual review in November. To prepare recommendations for the State Board of Elections, the Virginia Voter Registration System Security Advisory Group (VRSS) met over a dozen times between June and October 2022 to write a revised, simplified, and re-structured set of standards and controls. The VRSS reduced 22 standards and 441 controls to a streamlined, prioritized and mapped maturity path composed of 14 control families and 165 individual controls.

To assist localities in identifying the top priorities for their security posture, we have identified three maturity paths. Localities within the Commonwealth must comply with the controls identified as Baseline, the lowest maturity path, but may choose to implement additional controls as their locality election security posture strengthens. Each locality is required to submit an accurate report of its compliance with LESS by March 1 of each year. Additionally, by April 1, each locality must submit a formal remediation plan for any Baseline controls that it cannot meet.

To further assist you in organizing the resources needed to implement these controls, we organized the 14 control families into three types of security controls: physical and administrative, technical, and organizational. Within the Locality Election Security Standards, they are designated as GR 1-6, ORG 7, and TECH 8-14.

- **GR 1-6 are physical and administrative controls. Physical controls** address process-based security needs using physical hardware devices, such as a badge reader, architectural features of



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- buildings and facilities, and specific security actions taken by people. **Administrative controls** (also known as managerial controls) are directives, guidelines or advisories aimed at the people within the organization. For the purpose of elections security, the local General Registrar typically controls the physical spaces in which elections systems, equipment and personnel operate, and the policies and procedures followed by elections staff-members. These are controls that mostly fall within the ability of the GR to implement. Some support from locality IT staff, and prioritization from local governing bodies and administrators will still be required.
- **ORG 7 is an organizational control (formerly LESS Organizational controls known as Contingency Planning, Security Planning, Program Management, Policy and Procedure, and Security and Acceptable Use).** Organizational controls in the elections context are security controls that require the involvement of locality leadership and technology personnel. These include organizational planning such as disaster recovery, organizational contingency plans, systems security plans, and locality-wide acceptable use policies, for example.
 - **TECH 8-14 are technical controls. Technical controls** (also called logical controls) are security controls that computer systems and networks directly implement. A local General Registrar will likely need assistance from technology professionals in order to implement these controls. Examples include access control, system audit logs, and configuration management.

REMEDIATION PLAN

If your locality does not meet all standards and controls designated as Baseline, the local Electoral Board must submit a Remediation Plan to the Virginia Department of Elections by April 1.

For each Baseline control that is not met, the Remediation Plan must include:

- The standard/control that is not met
- The locality's plan for remediation
- The person or people or organizational resources required to remediate
- Signature from local electoral board members (two of three are required)
- Signature of acknowledgement from city or county administrator

ROLES AND RESPONSIBILITIES

State Board of Elections, Department of Elections, and VRSS Advisory Group

- As per the Code of Virginia §24.2-410.2 the State Board shall, in consultation with representatives of local government information technology professionals and general registrars, update the security standards at least annually. Such review shall be completed by November 30 each year.

Locality Governing Body

- As per §24.2-111, "Each local governing body shall pay the reasonable costs of ... conducting elections as required by this chapter", to include allocating the funds necessary to meet requirements in the Code of Virginia §24.2-410.2, regarding security standards approved by the State Board of Elections to ensure the security of the Virginia voter registration system and supporting technologies.

Electoral Board

- The local Electoral Board is accountable and responsible for adherence to and reporting on the Locality Election Security Standards.



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- As per §24.2-410.2, the local Electoral Board is responsible for reporting annually to the Department of Elections regarding compliance with LESS. The local Electoral Board is also responsible for submitting exception requests to ELECT.
- The local Electoral Board is also responsible for liaising with the local governing body to ensure the funding of sufficient IT resources to comply with LESS, as well as to resolve any disputes that arise between the local Electoral Board and locality IT resources.

General Registrar

- The local General Registrar is responsible for being familiar with and supporting the local Electoral Board in the implementation of the Locality Election Security Standards.
- For localities with internal information technology (IT) resources, the GR, upon request by the local Electoral Board, may liaise with locality personnel on behalf of the Electoral Board. Issues related to compliance with the LESS should be raised to the attention of the local Electoral Board Chair and then addressed with the appropriate supervisor or manager responsible for locality IT. Issues that persist should be brought back to the local Electoral Board in a formal meeting and handled by the local Electoral Board.
- For localities without internal information technology resources, the GR, upon request by the local Electoral Board, may identify any existing contracts or arrangements the locality has made for the provision of IT resources. The GR should bring this information before the local Electoral Board in a formal meeting, so that the Board may take further action as necessary to secure locality funding and support.



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GR 1 – SECURITY AWARENESS TRAINING

PURPOSE

82% of data breaches are tied to “human element” related security weaknesses. GR 1 outlines the requirements to develop and effectively implement Security Awareness Training programs, to lower the risk posed by system user personnel. All localities must meet the controls identified as Baseline in the Maturity Matrix below.

SCOPE

GR 1 applies to all elections staff, as well as personnel having access to elections equipment or responsibility for any information systems identified as sensitive to election-related activities or peripherals.

MATURITY MATRIX

GR 1 –Security Awareness Training	Baseline	Preferred	Platinum
1. Security Awareness Training	1.1	1.1-1.2	All
2. Role-Based Security Training	2.1	2.2	2.2
3. Training Records	3.1	3.1	All

1 Security Awareness Training

1.1 Your Security Awareness Training Program occurs at least annually to ensure each employee with access to elections equipment is aware of and understands the following concepts (and potential penalties for violations):

- 1.1.1 Concept of separation of duties, least privilege, and elevated privileges.
- 1.1.2 How to prevent, detect, and report information security incidents, including those caused by malicious code.
- 1.1.3 Proper use of encryption tools and disposal of data storage media.
- 1.1.4 Access controls, including creating and changing passwords, and the need to keep all authentication information confidential.
- 1.1.5 Special responsibility for the security and privacy of locality/ELECT data. Training specifically discusses personal and sensitive data; how to keep it secure, including redaction and clean desk expectations; and specific penalties for violations.

1.2 Additional security awareness training occurs to ensure each employee with access to elections equipment is aware of and understands the following concepts (and potential penalties for violations):

- 1.2.1 Locality's policy for protecting IT systems and data, with a particular emphasis on sensitive IT systems and data including Election information
- 1.2.2 Locality's acceptable use and Remote Access policies

1.3 Your training includes intellectual property rights, including software licensing and copyright issues and potential penalties for violations.

1.4 Your Security Awareness Training Program occurs quarterly or more regularly, including updates throughout the year and an annual refresher training. Additionally, methods of delivery include, but are not limited to, in-person, online, one-on-one instruction, videos, blogs, social media, posters, newsletters, contests and events consistent with best practices.



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2 Role-Based Security Training

Note: This training must occur prior to being granted access or performing assigned duties and must be updated annually.

- 2.1 *If your locality does not require role-based training:* Within the last year, the GR provided written notice to locality management (CIO, CISO, or county/city administrator) of their responsibility as per the Locality Election Security Standards to ensure any information technology professional such as a system administrator, systems support professional, or help desk staff member who interacts with infrastructure and technology supporting the elections office completes appropriate role based security training annually.
- 2.2 The locality requires all employees (within the locality or third-party) with access to the locality systems and infrastructure including networks, servers, end-user stations, and elections mobile devices to take role-based security training commensurate with level of access.

3 Training Records

- 3.1 The General Registrar records required training for elections staff. At a minimum the records for the last two years capture the following: name of trainee, trainee role/access, date training completed, date training expires, and name of training to include the requirement it satisfies, if appropriate.
- 3.2 The Security Awareness Training Program is documented, monitored, tested, and reviewed for improvement annually.

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GR 2 – INCIDENT RESPONSE

PURPOSE

Incident response is the effort to quickly identify an attack, minimize its effects, contain damage, and remediate the cause to reduce the risk of future incidents. The purpose of GR 2 is to ensure each elections employee knows signs of a potential cyberattack and how to report such incidents, and that the locality has a response plan outlining the steps to take in the event of a cyberattack.

SCOPE

GR 2 applies to all information systems identified as sensitive to election-related activities and individual components. Components include, but are not limited to: user productivity systems (laptops/desktops as similarly configured groups), application servers, mobile devices (with similar configurations), network peripherals (printers, scanner, etc.), network infrastructure (routers, switches, firewalls, intrusion detection systems, file servers, databases, system monitoring and security tools, etc.), and cloud assets.

MATURITY MATRIX

GR 2 – Incident Response	Baseline	Preferred	Platinum
1. Incident Reporting	All	All	All
2. Incident Response	2.1-2.2	2.1-2.3	All
3. Incident Reporting and Response Training	3.1	All	All

1 Incident Reporting

- 1.1 All elections employees are provided an internal (specific to your elections office or to your locality, if one is in place) incident reporting procedure to ensure potential cybersecurity incidents are reported to management and transferred to IT personnel for further investigation, as appropriate. This procedure or document defines reportable incidents and outlines how to report the incident internally to the official in Information Technology or your local county or city administrator for further action.
- 1.2 General registrar and locality officials have implemented and distributed a reporting procedure to comply with §2.2-5514(C) which requires reporting to the Virginia Fusion Center within 24 hours of discovering all (i) known incidents that threaten the security of the Commonwealth's data or communications or result in exposure of data protected by federal or state laws and (ii) other incidents compromising the security of the public body's information technology systems with the potential to cause major disruption to normal activities of the public body or other public bodies.

2 Incident Response

- 2.1 Your elections employees have a current and accurate reference guide for immediate mitigation procedures, including specific instructions based on information security incident type, particularly when and whether to shut down or disconnect affected IT systems.
- 2.2 Your incident plan identifies and provides contact information for incident response support resources such as your locality InfoSec, IT or systems support, or the Fusion Center for assistance and advice for reporting or handling security incidents.
- 2.3 Your plan outlines incident handling capability for real-time incident handling of security (and privacy) incidents including written documentation of preparation, detection and analysis, containment, eradication and recovery from incidents.

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- 2.4 Your plan requires post-incident review to include incorporating lessons learned from the incident into training content, incident response procedures, and or employee documentation.

3 Incident Reporting and Response Training

- 3.1 All elections employees are provided training regarding how to detect potential cybersecurity incidents, including but not limited to red flags such as:
- 3.1.1 Usual files, applications, or services that cannot be accessed.
 - 3.1.2 Accounts have been locked or the passwords have been changed without your knowledge
 - 3.1.3 Files or software have been deleted or installed, or the contents have been changed without your involvement.
 - 3.1.4 Suspicious pop-ups load when you access the internet, or unknown files or programs appear.
 - 3.1.5 Slower than normal internet speeds due to a spike in network traffic (or computers “hang” or crash).
 - 3.1.6 Files have been unexpectedly encrypted, blocking your access to them.
 - 3.1.7 Programs running, turning off or reconfiguring themselves.
 - 3.1.8 Emails sent automatically without the user’s knowledge.
 - 3.1.9 No control over functions of the computer (e.g. in instances whereby device can be controlled remotely, or computer gets locked and displays messages coaxing users into paying a ransom).
 - 3.1.10 Requests for credentials
- 3.2 Incident response training occurs annually for locality personnel responsible for a role in incident response or incident management.



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GR 3 – RISK ASSESSMENT

PURPOSE

GR 3 may require you to work with your locality IT and other locality administration officials as needed to identify potential hazards to elections processes and equipment, in order to analyze what could happen if a hazard occurs. The results of a risk assessment enable visibility into risks, potential issues, and existing vulnerabilities.

SCOPE

Risk assessments are conducted on information systems classified as sensitive to election-related activities, to include applications, servers, computers, and networks that process, store, and access or transmit voter registration system related information.

MATURITY MATRIX

GR 3 – Risk Assessment	Baseline	Preferred	Platinum
1. Security Inventory	All	All	All
2. Risk Assessment	2.1	2.1 2.2 2.4	All
3. Vulnerability Scanning	3.1	All	All

1 Security Inventory

- 1.1 The GR and locality IT support (as available) share an accurate and annually reviewed inventory of information systems and assets used for elections purposes as outlined in TECH 12 – Configuration Management controls 1.1 and 1.2.
- 1.2 The GR and locality IT support have met to identify the systems most critical to elections operations and which hold sensitive data. These systems are classified as "sensitive". The results of these ongoing discussions are documented in a System Security Plan for the information system.

2 Risk Assessment

- 2.1 A risk assessment has been conducted within the last two years for each IT system classified as sensitive, to identify threats and vulnerabilities to the confidentiality, integrity and availability of an IT system and the environment in which it operates, including risks posed to operations, assets, or individuals from individuals accessing locality's information systems.
- 2.2 Risk assessments take into account risk posed to operations, assets, or individuals from external parties, including service providers and contractors operating information systems on behalf of the organization.
- 2.3 Risk Assessments for each IT system classified as sensitive include an estimated loss impact if one or more vulnerabilities are exploited by a potential threat.
- 2.4 The GR has been provided within the last year a Risk Assessment Report, which includes at a minimum, identification of all vulnerabilities discovered during the assessment, and an executive summary including major findings and risk mitigation recommendations. The executive summary in a Risk Assessment Report, including major findings and risk mitigation recommendations, are shared with the General Registrar and local Electoral Board in closed session.
- 2.5 You have a risk register that outlines each risk finding and provides a risk treatment plan for at least each critical or high risk assessment finding.



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3 Vulnerability Scanning

- 3.1 Your information system and hosted applications are scanned for vulnerabilities regularly. The security classification of the system determines the frequency of scanning. Vulnerability scanning includes scanning for specific ports, protocols, and services that should not be accessible to users and for improper configurations.
- 3.2 Vulnerabilities identified in scans are classified according to criticality, and tracked via a Risk Register. Mitigation plans for specific vulnerabilities are documented via Plan of Actions and Milestones (POA&Ms). The Risk Register and POA&Ms regarding elections systems are reviewed quarterly at minimum.



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GR 4 – LOCALITY ELECTION SECURITY STANDARDS ANNUAL AUDIT

PURPOSE

The Code of Virginia requires local electoral boards to report annually on locality compliance with the Locality Election Security Standards and turn the results into an actionable Remediation Plan. Each locality is required to comply with all standards identified as Baseline, and must submit a Remediation Plan to the Department of Elections by April 1 for each Baseline standard not met.

SCOPE

GR 4 applies to the Virginia voter registration system and all supporting or connected technologies.

MATURITY MATRIX

GR 4 – LESS Security Audit	Baseline	Preferred	Platinum
1. Annual Assessment and Biennial Penetration Test	All	All	All
2. Remediation Plan	All	All	All

1 Annual Assessment and Biennial Penetration Test

- 1.1 Each locality must internally review LESS compliance annually. The audit will review the locality’s overall organizational and information technology compliance to the LESS standards, showing particularly the Baseline controls for which a Remediation Plan will need to be submitted to the Department of Elections. Compliance checklists are submitted to ELECT as required by March 1.
- 1.2 An external penetration test is conducted at least once every two years.
 - 1.2.1 Please provide the date of the penetration test.
 - 1.2.2 Please provide the name of the person responsible for receiving the results of this penetration test.
- 1.3 The results of the external penetration test are provided to the local Electoral Board in a formal report no later than June 1 annually. All records regarding locality security compliance, penetration tests, and remediation must be designated “Restricted” (ineligible for release under the Freedom of Information Act) and sent encrypted if provided electronically.

2 Remediation Plan

- 2.1 For any controls that are not in compliance, a Remediation Plan is developed to address each non-compliance. A new Remediation Plan is created each year. Plans not closed out from the previous year are included in the new Remediation Plan which documents the following:
 - 2.1.1 The control out of compliance
 - 2.1.2 The plan to get to compliance
 - 2.1.3 Estimated date to get to compliance
 - 2.1.4 Person responsible for the plan
 - 2.1.5 Progress
 - 2.1.6 Progress Date
 - 2.1.7 Status of the plan (Open/Closed)
- 2.2 A locality’s Remediation Plan must be updated monthly with a progress report regarding completion efforts. This plan must be reviewed by and re-signed by the local electoral board quarterly at minimum. Please provide the previous year’s Remediation (or Corrective Action) Plan.



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GR 5 – PRIVACY AND DATA PROTECTION

PURPOSE

GR 5 defines personal information, sensitive information and sensitive system, as well as outlines requirements for the protection of data to ensure its confidentiality, integrity and availability for legal purposes.

SCOPE

GR 5 applies to all data and information collected by or used for elections purposes, and to all users and locality assets and resources, including the following:

- Locality employees, contractors or third-parties with physical or logical access to data and information in all formats

For the purpose of this standard, the above individuals are collectively referred to as “users”.

DEFINITIONS

Personal information means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. This includes (i) identifiers such as internet protocol address, email address, home address, contact information, account name, social security number, driver’s license number, passport number, or other similar identifiers; (ii) information contained in voter registration forms, applications for absentee ballots; and (iii) voter registration or participation history. The term does not include information that is lawfully obtained from publicly available information, or from federal, state, or local government records lawfully made available to the general public.

Sensitive information means all records, information and data in any format regarding (i) the security of elections offices, polling places, voting and counting equipment, ballots, the Virginia voter registration system and supporting technologies; (ii) personal information as defined in the Code of Virginia §24.2-101; (iii) sensitive personal information as defined in 1 VAC 20-20-20; (iv) personally identifiable information (PII) as defined in the Code of Virginia §18.2-186.6 and (v) information exempt or excluded from the Freedom of Information Act as described in the Code of Virginia 24.2, et seq. and 2.2-3700, et seq.

Sensitive system means a system is considered sensitive if it contains personally identifiable information about individuals, information about the security of elections (physical, cyber, etc.), information regarding the Virginia voter registration system, information designated as confidential or restricted, or information (or a system) designated as sensitive by the locality or Department of Elections.

MATURITY MATRIX

GR 5 – Privacy and Data Protection	Baseline	Preferred	Platinum
1. Personal and Sensitive Information	All	All	All
2. Data Release and Transport	2.1	All	All
3. Destruction	3.1	3.1	All



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1 Personal and Sensitive Information

- 1.1 The General Registrar or designee conducts specific training for all elections employees and staff (full-time, part-time, and seasonal) to identify, mark (watermark, stamps, headers) and safeguard personal and sensitive information in elections records.
- 1.2 Anyone with access to elections records that include personal or sensitive information is trained to use a redaction tool.
- 1.3 Anyone with access to elections records that include personal or sensitive information has access to and is trained to use an email encryption tool.

2 Data Release and Transport

- 2.1 Prior to the locality releasing records and information, the General Registrar or trained designee confirms that records do not contain personal information, sensitive information, or information which is prohibited from release by the Code of Virginia.
- 2.2 The General Registrar documents the physical transport of elections information (data and records) outside of restricted areas (reference Physical: Access control 1) including
 - 2.2.1 Description of information being transported.
 - 2.2.2 Type of Information (e.g. Personally Identifiable Information) contained on the media.
 - 2.2.3 Method(s) of transport.
 - 2.2.4 Protection methods employed.
 - 2.2.5 Name(s) of individual(s) transporting the information.
 - 2.2.6 Authorized recipient(s) where practical/applicable.
 - 2.2.7 Dates sent and received.

3 Destruction

- 3.1 The General Registrar works with locality IT or technology partner to ensure that sensitive data, information and records are sanitized prior to disposal. If no partner or support exists, the GR must provide written notice to locality management (CIO, CISO, or county/city administrator) of this responsibility as per the Locality Election Security Standards.
- 3.2 The locality has a documented process governing the destruction and sanitization of information technology resources. The process provides different methods of destroying and sanitizing media depending on the categorization or security classification of the information.



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GR 6 – PHYSICAL SECURITY: PERSONNEL, ACCESS, AND ENVIRONMENT

PURPOSE

GR 6 works to ensure that employees and business partners comply with the minimum-security prerequisites applicable to their function, and are informed of their responsibility to protect locality information; that physical access controls adequately protect equipment and information; and that environmental factors such as emergency are considered and implemented.

SCOPE

GR 6 applies to employees (classified or temporary), contractors and business partners who participate in election-related activities. This includes, but is not limited to: personnel with access (both general and privileged users) to information systems identified as sensitive to election-related activities; to include applications, servers, computers, devices and networks that process, store, access or transmit voter registration system related information. GR 6 also applies to all locality controlled facilities and those facilities or premises controlled by locality vendors or Third Party Associate organizations.

PHYSICAL SECURITY: PERSONNEL

MATURITY MATRIX

GR 6 – (Personnel)	Baseline	Preferred	Platinum
1 Personnel Screening	1.1-1.2	1.1-1.3	All
2 Personnel Termination and Transfer	All	All	All
3 Personnel, Vendor, and Third-Party Access Agreements	3.1	3.1-3.2	All

1 Personnel Screening

- 1.1 The GR will ensure any officers of election are registered voters by confirming their status in the Virginia voter registration system. The Code of Virginia 24.2-115 requires an officer of election to be a qualified voter of the Commonwealth.
- 1.2 The GR will conduct, or request the appropriate locality official to conduct, a background check on any full-time employee prior to the employee starting work.
- 1.3 Localities will conduct background checks on all (full, part-time, and seasonal) staff members involved in the election process.
- 1.4 Individuals granted access credentials to the Virginia voter registration system undergo a specific, documented screening process if their duties or tasks involve access to sensitive information and assets. Until the required controls are completed, individuals cannot be appointed to a position or have access to sensitive information and assets.
 - 1.4.1 Please be ready to provide the document outlining your additional screening process for employees granted access credentials to the Virginia voter registration system.

2 Personnel Termination and Transfer

- 2.1 The General Registrar or Secretary of the locality electoral board must notify ELECT (during working hours) of the termination or resignation of any user with a VERIS account. Notifications are made via email to electit@elections.virginia.gov. The notification must occur within 4 hours of the user’s resignation if voluntary, and within 1 hour if the termination is involuntary.

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- 2.2 The locality or GR’s office has a documented off-boarding and transfer process which includes the requirements to terminate/revoke any authenticators/credentials associated with the individual or role and retrieve the appropriate assets (laptops, ID’s, remote access tokens, removable media, etc.).

3 Personnel, Vendor, and Third-Party Access Agreements

- 3.1 Document (and include in Inventory discussed in Risk Assessment 1.1 and Access Control 1.6) any third-party access to organizational information and information systems, and ensure each has signed appropriate confidentiality agreements.
- 3.2 Develop and document access agreements including NonDisclosure Agreements (NDAs) for sensitive systems.
- 3.3 Responsible locality entity ensures the appropriate access agreement(s) has (have) been signed and are retained in a secure location, in accordance with locality record retention policies. The base agreements are reviewed annually and changed if needed, and include the below (not an inclusive list):
 - 3.3.1 Contractor shall fully cooperate with Commonwealth incident response resources and all required law enforcement personnel for assistance in the handling and reporting of security incidents.
 - 3.3.2 Contractor shall, at all times, remain compliant with the privacy and security requirements mandated by federal, state and local laws and regulations.
 - 3.3.3 Contractor shall not use any software, hardware or services which have been prohibited pursuant to § 2.2-5514 of the Code of Virginia.
 - 3.3.4 Contractor shall only store and process Elect data within the continental United States.
- 3.4 As part of contracts or service level agreements (SLAs), require third-party entities to perform the appropriate background checks of personnel, and to notify the localities when the entity’s personnel are transferred or terminated.

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PHYSICAL SECURITY: ENVIRONMENTAL PROTECTION

MATURITY MATRIX

GR 6 – (Physical & Environmental Protection)	Baseline	Preferred	Platinum
4. Emergency Power	4.1	All	All
5. Location of Information System Components	5.1	5.1	5.1

4 Emergency Power

- 4.1 Short-term uninterruptible power supply (UPS) or a generator is installed to facilitate an orderly shutdown of elections desktops or servers in the event of a primary power source loss.
- 4.2 Any UPS supporting infrastructure is tested quarterly and generators are tested annually to ensure the devices are working properly. The results of these tests are documented. The following information is documented:
 - 4.2.1 Date of test
 - 4.2.2 Name of Person performing the test
 - 4.2.3 Name of Device tested
 - 4.2.4 Results of the test



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5 Location of Information System Components

5.1 Elections equipment and documents are stored in a secure environment. This environment is only accessible to people noted on the physical access list.

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PHYSICAL SECURITY: ACCESS

MATURITY MATRIX

GR 6 – (Physical Access)	Baseline	Preferred	Platinum
6. Restricted Access Area	All	All	All
7. Monitor Physical Access	7.1	All	All
8. Access Records for Secure Areas	All	All	All
9. Visitor Access	9.1	All	All

6 Restricted Access Area

- 6.1 Personnel with access to elections equipment or documents are listed in the Inventory (referenced in Risk Assessment 1.1). Access is physically restricted to authorized election personnel through keys, combination locks, badges, or smart cards.
- 6.2 Access list to physical spaces is reviewed quarterly to ensure that individuals still require access. Physical access devices are collected from those that no longer need access.
- 6.3 Keys, badges, smart cards, equipment, and documents are collected and deactivated within 24 hours of last active day of work. Combinations are changed within 24 hours of last active day of work in a voluntary termination or transfer. Keys, badges, smart cards, equipment, and documents are collected and deactivated immediately for involuntary terminations. Combinations are changed immediately for involuntary terminations.
- 6.4 Physical access devices are secured in a lock box or cabinet. Combinations are stored securely, such as a software key vault.

7 Monitor Physical Access

- 7.1 Excepting election-day chain of custody provisions, access to physical spaces where elections equipment and/or ballots are stored or kept are monitored with cameras or card readers.
- 7.2 Review access logs monthly for anomalies.
- 7.3 Violations are handled through the incident response process as discovered.

8 Access Records for Secure Areas

- 8.1 Individuals given access to elections equipment or documents is documented and updated quarterly. The document captures the following:
 - 8.1.1 The individual provided physical access
 - 8.1.2 Approval of access
 - 8.1.3 Date access was provided
 - 8.1.4 What physical access the individual has. (Rooms/Cabinets/Physical Documents)
 - 8.1.5 Physical access devices (Keys, badges, smart cards) provided to the individual \



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8.1.6 Date access was revoked

9 Visitor Access

9.1 Visitors such as guests or maintenance personnel that do not have access must register their visit with the locality before being given access. Documentation must capture the following:

9.1.1 Visitor name and business they represent

9.1.2 Purpose of visit

9.1.3 Date/time of arrival

9.1.4 Date/time of departure

9.1.5 Temporary badge id if applicable

9.2 All visitors to must be escorted by a locality representative at all times.



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ORG 7 – ORGANIZATIONAL POLICIES AND PROCEDURES

PURPOSE

ORG 7 exists to assist locality leadership and management, as well as technology or security personnel to prioritize, fund and establish a locality Information Security Program that will support compliance with the Locality Election Security Standards.

SCOPE

Requirements for policies, plans and procedures apply to all organizations which support information systems identified as sensitive to election activities and individual components or software – or necessary to access said system(s). Components include, but are not limited to: user productivity systems (laptops/desktops as similarly configured groups), application servers, mobile devices (with similar configurations), network peripherals (printers, scanner, etc.), network infrastructure (routers, switches, firewalls, intrusion detection systems, file servers, databases, system monitoring and security tools, etc.), and cloud assets. Software includes, but is limited to operating systems, database software, applications, firmware, encryption software, security software, network/General Support System (GSS) support applications, and any other software resident on (or necessary to a component to access) the sensitive elections related system(s). *This standard also applies to all network-based and locally based authentication and stand-alone systems utilized to gain access to these sensitive election-related systems.*

ORG 7 – Organizational Policies and Procedures	Baseline	Preferred	Platinum
1. Organizational Security Planning	1.1 1.2 1.5	1.1 1.3 1.5 1.7	1.1 1.4 1.5-1.8
2. System Security Planning	2.1	All	All
3. Acceptable Use and Policies	All	All	All

1 Organizational Security Planning

- 1.1 Locality leadership (city/county administrator or technology leadership) has provided the General Registrar a Business Impact Assessment (BIA) within the last year, that specifically addresses the locality’s elections-specific mission and goals and:
 - 1.1.1 Lists all core functions, in order of priority with relation to organizational mission and goals.
 - 1.1.2 Outlines impact of the loss or degradation of the functions with respect to the mission goals.
- 1.2 Within the last year, your locality has created and/or updated an elections-specific Contingency Plan (CP) that, among other goals, does the following:
 - 1.2.1 Identify essential missions and business functions and associated contingency requirements.
 - 1.2.2 Identify critical system assets supporting essential missions and business functions.
 - 1.2.3 Provide recovery objectives, restoration priorities, and metrics.
 - 1.2.4 Address contingency roles, responsibilities, assigned individuals with contact information.
 - 1.2.5 Address maintaining essential missions and business functions despite a system disruption, compromise, or failure.
 - 1.2.6 Address eventual, full system restoration without deterioration of the security and privacy controls originally planned and implemented.



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- 1.2.7 Be reviewed and agreed to by the locality General Registrar and Electoral Board.
- 1.3 The Contingency Plan lists the people, tools, technologies, processes, and support functions that must be in place to resume normal or possibly degraded functionality when one or more threats materialize to place the mission of the organization in jeopardy. Some examples of threats include, but are not limited to:
 - 1.3.1 Damaging weather (wind/flood, etc.).
 - 1.3.2 Civil Unrest.
 - 1.3.3 Cyber Attack.
 - 1.3.4 Loss of Power or Internet Service.
 - 1.3.5 Insider Threat.
- 1.4 Your locality's Security Program includes the existence of a Systems Security Plan, BIA, and Contingency Planning Policy – all of which have been reviewed within the last year, provided to the locality General Registrar and Electoral Board, and comply with the standards outlined in 1.1-1.3 to cover the scope of all election-related business processes and associated information systems identified as sensitive to election-related activities, to include applications, servers, computers, and networks; that process, store, access or transmit voter registration system related information.
- 1.5 Your locality Contingency governance (whether your locality has some or all of the Contingency Plan, Contingency Planning Policy, Contingency Procedure) addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance and facilitates the implementation of the contingency planning policy and the associated contingency planning controls, to include:
 - 1.5.1 Coordination of contingency planning with the appropriate organizational elements – leadership, technology, personnel, fiscal, maintenance.
 - 1.5.2 Alignment with contingency plans of external service providers to ensure that contingency requirements can be satisfied.
 - 1.5.3 Identifying alternative processing and storage sites that are separated from the primary site(s) to reduce susceptibility to the same threats.
- 1.6 Training is consistent with assigned roles and responsibilities in the contingency plan and any related policies, procedures or plans.
- 1.7 Training incorporates simulated events into contingency training to facilitate effective response by personnel in crises.
- 1.8 Testing the contingency plan using varying methods but at least once in the last calendar year that:
 - 1.8.1 Tests the alternate processing site and alternate telecommunications services to familiarize personnel with the facility, resources, and to allow the evaluation of capabilities of alternative site/telecommunications services to support contingency operations.
 - 1.8.2 Test includes full recovery and constitution of the system to a known state.

2 System Security Planning (SSP)

- 2.1 The locality has developed a security plan for the information systems identified as sensitive to election activities and their components. Each system security plan:
 - 2.1.1 Maps the relevant, associated elements of the organization's enterprise architecture.
 - 2.1.2 Explicitly defines the authorization boundary for the system.
 - 2.1.3 Describes the operational context of the information systems in terms of missions and business processes.
 - 2.1.4 Provides the security categorization of the information system and relationships with or connections to other information systems.
 - 2.1.5 Provides an overview of the security requirements for the system and identifies any relevant overlays, if applicable.



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- 2.1.6 Describes the security controls in place or planned for meeting those requirements, including a rationale for the tailoring decisions.
- 2.2 Within the last year, the locality's security plan has been updated to address changes to the information system, environment of operation or problems identified during security control assessments, and distributed to appropriate managers.

3 Acceptable Use Policy

- 3.1 Your locality Acceptable Use policy has been distributed to all elections employees and reviewed/updated in the last calendar year, and clearly:
 - 3.1.1 Prohibits the use of elections assets for personal gain, to promote hatred or discriminatory tendencies, to misrepresent or make fraudulent statements, or for pornography.
 - 3.1.2 Prohibits unauthorized remote connections, installation of software or any unauthorized modifications to Information System assets or hardware components; intrusive network monitoring; bypassing security mechanisms; using assets to elevate user privilege beyond what is approved and needed for business requirements.
 - 3.1.3 Notifies users that their activities may be monitored, inspected and collected without user permission, prohibits the sharing of sensitive information with non-authorized individuals, on social media, or in printed materials; requires users to use encryption or another secured means to share sensitive information with authorized users; outlines responsibility to secure and dispose of sensitive material falls on individuals who whom access or materials are given.
- 3.2 If remote work is permitted, Remote Access policy has been reviewed and updated, as well as distributed to all elections employees, in the last calendar year.
- 3.3 Incident Reporting Procedure has been reviewed and updated, as well as distributed to all elections employees, in the last calendar year.
- 3.4 Incident Response Plan has been reviewed and updated, as well as distributed to all elections employees, in the last calendar year.



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TECH 8 – PASSWORD MANAGEMENT

PURPOSE

TECH 8 outlines technical controls necessary to mitigate the risk of unauthorized access.

SCOPE

TECH 8 applies to all information systems and components used for elections or by elections staff including user productivity systems (laptops/desktops), application servers, mobile devices, network peripherals (printers, scanner, etc.), network infrastructure (routers, switches, firewalls, intrusion detection systems, file servers, databases, system monitoring and security tools, etc.), and cloud assets. TECH 8 also applies to all network-based and locally based authentication and stand-alone systems utilized to gain access to sensitive election-related systems.

MATURITY MATRIX

TECH 8 – Password Management	Baseline	Preferred	Platinum
1. Password Complexity	1.1-1.3	1.1-1.3	All
2. Password Management	2.1-2.6	2.1-2.7	All

1 Password Complexity

- 1.1 All system passwords to access elections workstations and systems are at least 14 characters in length.
- 1.2 Passwords must contain all of the following: upper case character, lower case character, number, and special character.
- 1.3 Passwords cannot contain whole or partial user names, user ids, or repeating strings (e.g. 12341234).
- 1.4 Prevent easily guessable passwords by comparing against a common password list before accepting the password.

2 Password Management

- 2.1 Passwords are encrypted at AES 256 or higher when transmitted or stored.
- 2.2 Passwords are not shared.
- 2.3 Passwords are not displayed on screen on entry, are obscured while being entered, and cannot be unmasked.
- 2.4 Users authenticate with current password before changing to a new one. The previous 3 passwords may not be reused when resetting passwords.
- 2.5 Access to the password storage location is highly restricted.
- 2.6 All systems require passwords to be changed every 90 days.
- 2.7 All elections employees have and use a password manager approved and installed by authorized technology personnel.
- 2.8 Feedback for invalid credentials are vague and do not provide clues to why an authentication failed. If a user tries to log in unsuccessfully, they only receive a "Login Unsuccessful" message. Additionally, password composition is never displayed to an unauthorized user.



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TECH 9 – SYSTEM AND COMMUNICATION PROTECTION

PURPOSE

TECH 9 outlines required controls to implement boundary protection devices to monitor activity, traffic, and potential attacks; ensure appropriate encryption for data in transit and at rest; and outline requirements for wireless devices.

SCOPE

TECH 9 applies to all information systems and components identified as sensitive to election-related activities and individual components.

MATURITY MATRIX

TECH 9 – System and Communication Protection	Baseline	Preferred	Platinum
1. Boundary Protection	1.1-1.2	All	All
2. Use of Cryptography	2.1-2.2	All	All
3. Wireless Devices	3.1-3.2	3.1-3.3	All

1 Boundary Protection

- 1.1 Boundary protection devices such as firewalls, gateways, routers, and proxies are used to manage connections to external systems and incoming requests. Localities must also have an architectural diagram of how these tools are implemented locally.
- 1.2 Unused network ports and physical device ports are disabled on elections equipment.
- 1.3 Subnetworks are implemented for publicly accessible system components to separate them from internal organizational networks.
- 1.4 Monitoring tools are put in place to monitor potential Distributed Denial-of-Service (DDoS) attacks. These tools are also capable of mitigating DDoS attacks.
- 1.5 Port protection capabilities are incorporated into the network and servers protect against attacks such as ethernet switching table overflow attacks, DHCP server attacks, ARP spoofing attacks, DHCP starvation attacks and prevent the connection of unauthorized equipment to network/servers.

2 Cryptography

- 2.1 All information must be encrypted while in transit.
- 2.2 All sensitive data must be encrypted while at rest.
- 2.3 Digital signatures must be part of the encryption process.

3 Wireless Network

- 3.1 Wireless access points are password protected in compliance with Password Management.
- 3.2 Encryption compliant with Federal Information Processing Standards (FIPS), such as FIPS 140-2, is enabled on wireless networks.
- 3.3 Wireless networks are not publicly viewable (the SSID of a locality wireless network should be hidden).
- 3.4 Logging is enabled on wireless networks and generating log information per System Audit Logs.



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TECH 10 – SYSTEM AND INFORMATION INTEGRITY

PURPOSE

TECH 10 addresses required malicious code protections, security alerts, advisories and directives, information system monitoring, backups and recovery.

SCOPE

TECH 10 applies to all information systems identified as sensitive to election-related activities and individual components. Components include, but are not limited to: user productivity systems (laptops/desktops as similarly configured groups), application servers, mobile devices (with similar configurations), network peripherals (printers, scanner, etc.), network infrastructure (routers, switches, firewalls, intrusion detection systems, file servers, databases, system monitoring and security tools, etc.), and cloud assets.

MATURITY MATRIX

TECH 10 – System and Information Integrity	Baseline	Preferred	Platinum
1. Malicious Code Protection	All	All	All
2. Security Alerts, Advisories, and Directives	2.1-2.3	All	All
3. Information System Monitoring	3.1	3.1	All
4. Backup and Recovery	4.1-4.3	All	All

1 Malicious Code Protection

- 1.1 Any devices that connect to ELECT's systems must have an active malware/anti-virus/malicious code scanning tool enabled at all times. All patches/updates must occur on a monthly-basis at minimum or sooner as needed to address specific vulnerabilities.
- 1.2 Any devices that connect to ELECT's systems must have active anti-malware and spam controls on their email systems. This tool must be updated on a real-time basis.

2 Security Alerts, Advisories and Directives

- 2.1 The locality GR and/or locality IT representatives are members of the Center for Internet Security (CIS) Elections Infrastructure Information Sharing & Analysis Center (EI-ISAC) and/or Multi-State ISAC (MS-ISAC).
- 2.2 All information must be encrypted while in transit.
- 2.3 All locality equipment used to conduct elections business must encrypt its data while at rest or stored on the equipment.
- 2.4 Digital signatures must be part of the encryption process.

3 Information System Monitoring

- 3.1 Any devices that connect to ELECT's systems must be continuously monitored for the following:
 - 3.1.1 Login Failures



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- 3.1.2 Access exceptions
- 3.1.3 System exceptions
- 3.1.4 Operating System and Application patching
- 3.2 Any devices that connect to ELECT's systems must continuously log the following:
 - 3.2.1 Login Failures
 - 3.2.2 Access exceptions
 - 3.2.3 System exceptions
 - 3.2.4 Operating System and Application patching

4 Backup and Recovery

- 4.1 Provide the capability to restore system components within the Continuity of Operations Plan (COOP), from configuration-controlled and integrity-protected information.
- 4.2 Depending on criticality, perform monthly, quarterly and annual backups of system data and system images. The locality has and regularly updates documentation identifying the level of criticality and frequency required.
- 4.3 Backup copies of critical systems are stored in a separate facility or in a fire-rated container that is not co-located with the operational system.
- 4.4 Test data backups quarterly to ensure data recovery, integrity and usability.
- 4.5 Test system recovery annually to verify the integrity and usability of system backups.

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TECH 11 – ACCESS CONTROL

PURPOSE

TECH 11 outlines requirements to prevent unauthorized user access by verifying and validating users are permitted to access the systems and data.

SCOPE

TECH 11 applies to all information systems identified as sensitive to election-related activities and individual components or software. Components include, but are not limited to: user productivity systems (laptops/desktops), application servers, mobile devices, network peripherals (printers, scanner, etc.), network infrastructure (routers, switches, firewalls, intrusion detection systems, file servers, databases, system monitoring and security tools, etc.), and cloud assets. This standard applies to all network-based and locally based authentication and stand-alone systems utilized to gain access to sensitive election-related systems.

MATURITY MATRIX

TECH 11 – Password Management	Baseline	Preferred	Platinum
1. Actively Manage Access	1.1-1.8	1.1-1.11	All
2. Separation of Duties and Account Creation	All	All	All
3. Access	All	All	All
4. Mobile Devices	All	All	All
5. Unsuccessful Logon Attempts	All	All	All
6. System Use Notification	All	All	All

1 Actively Manage Access

- 1.1 Access to systems is limited only to authorized personnel who need access to the system to perform specific assignments.
- 1.2 Users given access to systems are given the minimum level of access required within the system to perform their jobs, adhering to the principle of “least privilege”.
- 1.3 Separate accounts are created and maintained for elevated/privileged accounts. These accounts must adhere to 1.1 and 1.2 and may not be used for daily business work.
- 1.4 Users who change roles or positions must have their access reviewed to ensure access still complies with 1.1-1.3. Access within a system or to a system that is no longer needed is removed.
- 1.5 Accounts (access to systems and access within systems) are reviewed at least quarterly for terminations or inactivity. Accounts that have not been active in the last 90 days are disabled.
- 1.6 Requests for new accounts or access must capture a requestor’s name, date, role and supervisor name, as well as denote who approved the request and when, in addition to documenting what access was granted, both which systems and the level of access provided within those systems.
- 1.7 Privileged accounts are automatically logged out after five minutes of inactivity.
- 1.8 No temporary, test, or default accounts are permitted. If the account is necessary it is set up as a permanent account with a unique id.
- 1.9 Disable service and network sign-on accounts from concurrent use.



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- 1.10 Disable user accounts within 24 hours of last active day of work. Disable user accounts immediately for involuntary termination.
- 1.11 Automate quarterly account reviews to ensure accounts for terminated personnel or accounts that have not been active in the last 90 days are disabled.
- 1.12 Use Role Based Access (RBAC) to manage access to systems and system privileges.
- 1.13 List the role(s) a user will need to perform business functions on the application for a new user account. Applicants or assigned Supervisors must list the systems and groups the user needs, prior to account approval and creation.
- 1.14 Log and track Privileged Accounts usage separately from the use of General User accounts. Review the Privileged Users' activities on the system(s) for which they are accountable, at least quarterly.

2 Separation of Duties and Account Creation

- 2.1 Shared accounts and passwords are prohibited.
- 2.2 Every user granted an account to an information system is assigned a unique ID for account access traceability.
- 2.3 Ensure security personnel who administer access control functions do not administer audit functions. For sensitive processes, assign different tasks of a process to more than one individual so that no one person can solely initiate, record, authorize, and reconcile a transaction without the intervention of another person.

3 Access

- 3.1 Employ two-factor authentication as part of the identification and authentication process for remote access or to use admin accounts.
- 3.2 Accounts are locked after 15 minutes of inactivity. Users must re-authenticate to regain access.
- 3.3 Users are identified and authenticated (including a confirmation that required training has been completed) before receiving credentials.
- 3.4 Every system records when users access a system. At a minimum it captures the user id, the action, and the date and time.

4 Mobile Devices

- 4.1 All mobile devices used to conduct elections business must be password protected.
- 4.2 All mobile devices used to conduct elections business must be configured to permit the locality to remote wipe the device.
- 4.3 Encrypt mobile devices that contain elections specific data to protect the confidentiality and integrity of that information. Encryption must be AES 256 compliant and applies to data storage and transmission (where applicable).

5 Unsuccessful Logon Attempts

- 5.1 Invalid logon attempts are limited to three attempts within a 15 minute period. If three invalid attempts are detected within 15 minutes, then the account is time-locked for 15 minutes.
- 5.2 Do not provide users any indication of what the password lacked during any unsuccessful login attempt(s). For example, if a user tries to log in unsuccessfully, they only receive a "Login Unsuccessful" message. Unsuccessful login details are not provided to the user.



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6 System Use Notification

6.1 Display to users a notification message or banner before granting access to a local system. This message is displayed until users acknowledge the usage conditions and takes explicit actions to log on. The message provides privacy and security notices consistent with applicable federal laws, executive orders, directives, policies, regulations, standards and guide and states at a minimum the following:

- 6.1.1 Users are accessing a government or private information system
- 6.1.2 The information system usage may be monitored, recorded, and subject to audit
- 6.1.3 Unauthorized use of the information system is prohibited and subject to criminal and civil penalties
- 6.1.4 Use of the information system indicates consent to monitoring and recording

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TECH 12 – CONFIGURATION MANAGEMENT

PURPOSE

TECH 12 outlines configuration management requirements designed to help mitigate the risk of unauthorized changes being introduced into information systems without proper approval.

SCOPE

TECH 12 applies to all infrastructures owned or managed by localities (or designated third party) that are used to provide IT services in support of sensitive election-related system(s), their individual components, and any software or applications resident on those systems – or necessary to access said system(s). Components include, but are not limited to: user productivity systems (laptops/desktops as similarly configured groups), application servers, mobile devices (with similar configurations), network peripherals (printers, scanner, etc.), network infrastructure (routers, switches, firewalls, intrusion detection systems, file servers, databases, system monitoring and security tools, etc.), and cloud assets. Software includes, but is limited to: operating systems, database software, applications (including mobile), firmware, encryption software, security software, network/GSS support applications and any other software resident on (or necessary to a component to access) the sensitive elections related system(s).

MATURITY MATRIX

TECH 12 – Configuration Management	Baseline	Preferred	Platinum
1. Baseline Configuration for Elections Related Systems	1.1-1.3	1.1-1.5	All
2. Change Control	2.1	2.1	2.1

1 Baseline Configuration for Elections Related Systems

- 1.1 An inventory of hardware assets is maintained. The inventory should capture the following for hardware assets
 - 1.1.1 Type of equipment
 - 1.1.2 Manufacturer
 - 1.1.3 Model
 - 1.1.4 Serial Number
 - 1.1.5 Manufacture Date
- 1.2 An inventory of software assets is maintained. The inventory should capture the following for software assets
 - 1.2.1 Name of software
 - 1.2.2 Software vendor
 - 1.2.3 License quantity
 - 1.2.4 License expiration
- 1.3 The baseline configuration for hardware and software is documented for each item on the inventory listed created in 1.1 and 1.2. This document is updated continually as configurations are changed. At minimum configurations for passwords and access controls are documented as outlined in Password Management, Access Controls, and Audit Accountability.
- 1.4 Localities with locally maintained IT services must capture configuration information for hardware and software. Below is a list configuration settings that are captured. This list is not intended to be exhaustive.
 - 1.4.1 **HARDWARE:** Open Ports, White/Black List of IP Addresses, DNS Settings, Connected Devices, Installed Software, Installed OS, Security Policies, Processors, Memory, Diskspace



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- 1.4.2 SOFTWARE: Home/Install Directory, Environment Variables/Paths, Memory Settings, CPU Settings, Plugins, Database Connections
- 1.5 Hardware and software inventories are updated annually with any changes that have occurred.
- 1.6 Technical architecture diagrams are created, maintained, and kept secure for elections systems. This diagrams should capture information about the following:
 - 1.6.1 Servers (File/Database/Web/Print)
 - 1.6.2 Devices (Phone/Tablets/Laptops/Desktops)
 - 1.6.3 Firewalls
 - 1.6.4 DMZ
 - 1.6.5 Network Segmentations
 - 1.6.6 Software layers
 - 1.6.7 Server to Server interactions
 - 1.6.8 Network Protocols

2 Change Control

- 2.1 A documented change control process must be in place to manage changes to hardware or software systems. The process must include a step to update relevant inventories or diagrams that may be impacted by changes. This process must capture the following information for each change.
 - 2.1.1 Description of the change that include information about the hardware or software being changed
 - 2.1.2 Who is requesting the change
 - 2.1.3 Who is responsible for implementing the change
 - 2.1.4 The date/time the change will be implemented
 - 2.1.5 Who approved the change
 - 2.1.6 ISO or person representing the ISO role approval



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TECH 13 – MAINTENANCE

PURPOSE

TECH 13 addresses maintenance of physical assets and locations, as well as software, providing documentation requirements to ensure external parties also comply.

SCOPE

The Maintenance standard addresses information security aspects of the maintenance program for information systems identified as sensitive to elections activities, and applies to all types of maintenance conducted to any system component (including equipment and applications; in-contract, warranty, in-house, software maintenance agreement, etc.). System maintenance includes those components not directly associated with information processing and/or data information retention such as scanners, copiers and printers.

MATURITY MATRIX

TECH 13 – Maintenance	Baseline	Preferred	Platinum
1. Physical Maintenance	All	All	All
2. Software Maintenance	All	All	All
3. Maintenance Documentation	All	All	All

1 Physical Maintenance

- 1.1 Physical elections equipment is serviced in accordance with manufacturer or vendor specifications and/or organizational requirements.
- 1.2 Maintenance and service performed on elections equipment is documented. The following information is captured for each device serviced:
 - 1.2.1 Equipment Serviced
 - 1.2.2 Equipment Identification Number
 - 1.2.3 Date/time of service
 - 1.2.4 Name of person that performed service
 - 1.2.5 Description of service performed
 - 1.2.6 If the equipment was serviced offsite
 - 1.2.7 Person that authorized offsite service
 - 1.2.8 Date/Time equipment was removed
 - 1.2.9 Date/Time equipment was returned
 - 1.2.10 Date/Time equipment was tested
 - 1.2.11 Person(s) that performed the test
- 1.3 Elections equipment that needs to be serviced offsite must be approved before being removed. This information is documented as outlined in 1.2.
- 1.4 Localities test equipment and software after maintenance to verify security controls and functionality. Testing of equipment is documented on the service records in 1.2.
- 1.5 Equipment that is decommissioned must document the following:
 - 1.5.1 Equipment decommissioned
 - 1.5.2 Equipment Identification Number
 - 1.5.3 Date/Time equipment decommissioned
 - 1.5.4 Person(s) that decommissioned the equipment
 - 1.5.5 Date/Time equipment was removed
- 1.6 Equipment that is decommissioned must have the following performed before being removed:
 - 1.6.1 Any equipment media is sanitized as per NIST or COV guidelines



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1.6.2 Equipment default settings are restored

2 Software Maintenance

- 2.1 Equipment running operating systems and/or software for elections must be updated regularly. Operating system and software should still be receiving security updates from the vendor.
- 2.2 Software/OS updates and diagnostic activities are approved and scheduled in accordance with Configuration Management policies.

3 Maintenance Documentation

- 3.1 Localities must ensure that contractors and vendors are taking appropriate measures to prevent the introduction of security vulnerabilities into their equipment. In addition to items addressed in GR 6 (Physical Security), localities must request and receive the following from vendors providing software and hardware for elections-systems.
 - 3.1.1 Contractor/Vendors' security policies regarding their equipment and tools used to maintain the equipment.
 - 3.1.2 Contracts that address data handling, reporting responsibilities in the event of a breach, termination conditions, necessary background checks, and remediation.

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TECH 14 – SYSTEM AUDIT LOGS

PURPOSE

TECH 14 works to ensure essential system activity records are captured, reviewed, and preserved.

SCOPE

TECH 14 applies to all information systems identified as sensitive to election-related activities, individual components, services, and applications required to support those systems. Components include, but are not limited to: user productivity systems (laptops/desktops as similarly configured groups), application servers, mobile devices (with similar configurations), network peripherals (printers, scanner, etc.), network infrastructure (routers, switches, firewalls, intrusion detection systems, file servers, databases, system monitoring and security tools, etc.), and cloud assets.

MATURITY MATRIX

TECH 14 – System Audit Logs	Baseline	Preferred	Platinum
1. Audit Records: Auditable Events and Automated Alerts	1.1-1.2	All	All
2. Audit Records: Review, Analysis and Retention	2.1-2.2	All	All

1 Audit Records: Auditable Events and Automated Alerts

- 1.1 Event logging is enabled on all information systems and operating systems.
- 1.2 At minimum, the logs will include:
 - 1.2.1 The event
 - 1.2.2 The user ID associated with the event; and
 - 1.2.3 The time the event occurred
- 1.3 Whenever possible, all systems utilize Network Time Protocol (NTP) time synchronization.
- 1.4 Automated alerts are provided when log storage capacity reaches pre-defined levels (e.g. 50%, 80%, and 95%).

2 Audit Records: Review, Analysis and Retention

- 2.1 Audit records are backed up to a machine different than originating system on a quarterly basis.
- 2.2 Audit records are reviewed and analyzed every 30 days for inappropriate or unusual activity. Findings are reported using the Incident Response process.
- 2.3 Audit records, audit settings, and audit reports are protected from unauthorized access, modification, and deletion by setting appropriate access controls.
- 2.4 Retain audit records consistent with State and Local retention policies, to provide support for after-the-fact investigations of security incidents.

PUBLIC



★ VIRGINIA ★
DEPARTMENT *of* ELECTIONS

2023 LOCALITY ELECTION SECURITY STANDARDS (LESS)

CONTROLS MATRIX, TOOLS AND RESOURCES

Voter Registration System Security (VRSS)
Department of Elections (ELECT)

November 2022

Version Number: 4

GR 1 Security Awareness Training		BASELINE	PREFERRED	PLATINUM
1	Security Awareness Training			
1.1	Each employee who accesses elections equipment is required to complete annual cyber security training that covers the basics of their responsibilities. Required concepts are outlined in 1.1.1-1.1.5.	•	•	•
1.2	You require additional security awareness training that covers locality policies on securing sensitive data, acceptable use and remote access.		•	•
1.3	Your training includes intellectual property, software licensing and copyright issues.			•
1.4	Your Security Awareness Training Program is conducted quarterly, with an annual refresher, and includes more than one method of delivery as outlined in 1.4.			•
2	Role-Based Security Training			
2.1	The GR provides annual written notice to locality management of their responsibility to ensure information technology professionals have completed training that supports their specific role prior to those professionals being granted access to elections-related equipment.	•		
2.2	The locality requires and enforces individuals (locality employees, contractors and third party vendors) to have specific role-based security training to handle the equipment that they work with/on.		•	•
3	Training Records			
3.1	The GR records required training for elections staff; records for the last two years capture the minimum required information outlined in 3.1	•	•	•
3.2	Your locality Security Awareness Training Program is documented, monitored, tested and reviewed for improvement annually.			•

TOOLS AND RESOURCES	DESCRIPTION	LESS SECURITY CONTROL(S)
DEPARTMENT OF ELECTIONS' INFOSEC TEAM	Please reach out to InfoSec@elections.virginia.gov to submit a request for security awareness training provided through KnowBe4 free of charge. This is being offered first-come, first-serve to localities whose elections staff do not receive SAT.	1.1
MS-ISAC® NEWSLETTER SUBSCRIPTION	Newsletters, advisories, and webinars on cybersecurity threats	1.1, 2.1
MS-ISAC® CYBERSECURITY AWARENESS TOOLKIT	Features educational materials designed to raise cybersecurity awareness. Digital materials are aggregated for your use.	1.1, 2.1

GR 2 Incident Response		BASELINE	PREFERRED	PLATINUM
1	<i>Incident Reporting</i>			
1.1	All elections employees have an incident reporting procedure outlining reportable incidents and the appropriate reporting steps.	•	•	•
1.2	General registrar and locality officials have implemented a reporting procedure to comply with §2.2-5514(C) which requires reporting to the Virginia Fusion Center within 24 hours of discovering all (i) known incidents that threaten the security of the Commonwealth's data or communications or result in exposure of data protected by federal or state laws and (ii) other incidents compromising the security of the public body's information technology systems with the potential to cause major disruption to normal activities of the public body or other public bodies.	•	•	•
2	<i>Incident Response</i>			
2.1	Your elections employees have a current and accurate reference guide for immediate mitigation procedures, including specific instructions based on information security incident type, particularly when and whether to shut down or disconnect affected IT systems.	•	•	•
2.2	Your incident response plan identifies and provides contact information for external incident response resources for assistance and advice for reporting or handling security incidents.	•	•	•
2.3	Your plan outlines incident handling capability for security (and Privacy) incidents that includes written documentation of preparation, detection and analysis, containment, eradication and recovery from incidents.		•	•
2.4	Your plan requires post-incident review to include incorporating lessons learned from the incident into training content, incident response procedures, and or employee documentation.			•
3	<i>Incident Reporting and Response Training</i>			
3.1	All elections employees are provided training regarding how to detect potential cybersecurity incidents, including but not limited to the red flags outlined in 3.1.1-3.1.10.	•	•	•
3.2	Incident response training occurs annually for locality personnel responsible for a role in incident response or incident management.		•	•

TOOLS AND RESOURCES	DESCRIPTION	LESS SECURITY CONTROL(S)
REPORT A CYBER INCIDENT	This link takes you to the cyber incident report form for public bodies and other organizations.	1.2
MS-ISAC and EI-ISAC Incident Checklist	This checklist and this list provides a high-level overview of considerations to think through before an incident happens.	2.1

GR 3 Risk Assessment		BASELINE	PREFERRED	PLATINUM
1	Security Inventory			
1.1	The GR and locality IT support share an accurate and annually reviewed inventory of information systems and assets used for elections purposes.	•	•	•
1.2	The GR and locality IT support have met to identify the systems most critical to elections operations and which hold sensitive data. These systems are classified as "sensitive".	•	•	•
2	Risk Assessment			
2.1	A risk assessment has been conducted during the last two years for each IT system, to identify threats and vulnerabilities to the confidentiality, integrity and availability of an IT system and the environment in which it operates.	•	•	•
2.2	Risk assessments take into account risk posed to operations, assets, or individuals from external parties.		•	•
2.3	Risk Assessments for each IT system classified as sensitive include an estimated loss impact.			•
2.4	The GR has been provided within the last year a Risk Assessment Report, which includes identification of all vulnerabilities discovered during the assessment, and an executive summary including major findings and risk mitigation recommendations. The executive summary in a Risk Assessment Report, including major findings and risk mitigation recommendations, are shared with the General Registrar and local Electoral Board in closed session		•	•
2.5	You have a risk register that outlines each risk finding and provides a risk treatment plan for at least each critical or high risk assessment finding.			•
3	Vulnerability Scanning			
3.1	The information system and hosted applications are scanned for vulnerabilities regularly. Vulnerability scanning includes scanning for specific ports, protocols, and services that should not be accessible to users and for improper configurations.	•	•	•
3.2	Vulnerabilities identified in scans are classified according to criticality, and tracked via a Risk Register. Mitigation plans are documented via Plan of Actions and Milestones (POA&Ms) and/or a Remediation Plan as outlined in GR4 Control 2 (Remediation Plan).		•	•

TOOLS AND RESOURCES	DESCRIPTION	LESS SECURITY CONTROL(S)
CIS ASSET TRACKING SPREADSHEET	Spreadsheet to help with asset and data inventory	1.1, 1.2
CISA Election Security Resource Guide	Department of Homeland Security through CISA works with EI-ISAC to provide assistance to states and local governments. This guide outlines these services.	Comprehensive

<u>CIS ASSET TRACKING SPREADSHEET</u>	Spreadsheet to help with asset and data inventory	1.1, 1.2
<u>CIS RISK ASSESSMENT METHOD (RAM)</u>	An information security risk assessment method that helps organizations implement and assess their security posture against the CIS Critical Security Controls (CIS Controls) cybersecurity best practices	2.1
<u>NMAP</u>	An open source, free security scanner that is also used by organizations for network discovery, inventory, managing service upgrade schedules, and monitoring host or service uptime.	3.1
<u>OPENVAS</u>	An open source vulnerability scanner maintained by Greenbone Networks. The scanner also has a regularly updated community feed, which includes over 50,000 vulnerability tests. (\$)	3.1

GR 4 Locality Election Security Standards Annual Audit		BASELINE	PREFERRED	PLATINUM
1	Annual Assessment & Biennial Penetration Test			
1.1	Each locality must submit a compliance checklist to ELECT as required by law no later than March 1 annually.	•	•	•
1.2	An external penetration test is conducted at least once every two years	•	•	•
1.3	The results of the external penetration test are provided to the local Electoral Board in a formal report no later than June 1 annually. All records must be marked Restricted, encrypted if sent electronically, and designated ineligible for release under the Freedom of Information Act.	•	•	•
2	Remediation Plan			
2.1	A Remediation Plan is developed to address each non-compliance. If your locality does not meet all Baseline controls, you must submit your Remediation Plan for any Baseline controls not met to ELECT by April 1 annually. The Plan includes the items outlined in 2.1.1-2.1.7.	•	•	•
2.2	A locality’s Remediation Plan must be updated monthly with a progress report regarding completion efforts. This plan is reviewed by and re-signed by the local electoral board quarterly.	•	•	•

TOOLS AND RESOURCES	DESCRIPTION	LESS SECURITY CONTROL(S)
Cyber Resource Hub	The Cybersecurity and Infrastructure Security Agency offers a range of cybersecurity assessments that evaluate operational resilience, cybersecurity practices, organizational management of external dependencies, and other key elements of a robust and resilient cyber framework. These professional, no-cost assessments are provided upon request on a voluntary basis and can help any organization with managing risk and strengthening the cybersecurity of our Nation's critical infrastructure.	Comprehensive
CIS RISK AND VULNERABILITY ASSESSMENT	Collects data through onsite assessments and combines it with national threat and vulnerability information in order to provide an organization with actionable remediation recommendations prioritized by risk. Identifies vulnerabilities adversaries could exploit to compromise network security controls. To schedule a Risk and Vulnerability Assessment, contact nccicustomerservice@hq.dhs.gov .	Comprehensive

GR 5 Privacy & Data Protection		BASELINE	PREFERRED	PLATINUM
1	<i>Personal and Sensitive Information</i>			
1.1	The General Registrar or designee conducts specific training for all elections employees and staff (full-time, part-time, and seasonal) to identify, mark (watermark, stamps, headers) sensitive information in elections records.	•	•	•
1.2	Anyone with access to elections records that include personal or sensitive information is trained to use a redaction tool.	•	•	•
1.3	Anyone with access to elections records that include personal or sensitive information has access to and is trained to use an email encryption tool.	•	•	•
2	<i>Data Release and Transport</i>			
2.1	Prior to the locality releasing records and information, the General Registrar or trained designee confirms that records do not contain sensitive information which is prohibited from release by the Code of Virginia.	•	•	•
2.2	The General Registrar documents the physical transport of elections information (data and records) outside of restricted areas (reference Physical: Access control 1). Information documented includes 2.2.1-2.2.7.		•	•
3	<i>Destruction</i>			
3.1	The General Registrar works with locality IT or technology partner to ensure that sensitive data is sanitized prior to disposal. If no partner or support exists, the GR must provide written notice to locality management (CIO, CISO, or county/city administrator) of this responsibility as per the Locality Election Security Standards.	•	•	•
3.2	The locality has a documented process governing the destruction and sanitization of information technology resources. The process provides different methods of destroying and sanitizing media depending on the categorization or security classification of the information.			•

TOOLS AND RESOURCES	DESCRIPTION	LESS SECURITY CONTROL(S)
ELECT INFOSEC TRAINING	Please reach out to ELECT’s Data Privacy Officer at InfoSec@elections.virginia.gov to discuss specific privacy trainings for your locality.	1.1, 2.1
VITA DATA REMOVAL PRIMER	A how-to guide on why, when and how to remove data permanently with links to software that meets VITA standards.	3.1

GR 6 Physical Security		BASELINE	PREFERRED	PLATINUM
1	<i>Personnel Screening</i>			
1.1	The GR will ensure any officers of election are registered voters by confirming their status in the Virginia voter registration system.	•	•	•
1.2	The GR will conduct, or request the appropriate locality official to conduct, a background check on any full-time employee prior to the employee starting work.	•	•	•
1.3	Localities will conduct background checks on all (full, part-time, and seasonal) staff members involved in the election process.		•	•
1.4	Individuals granted access credentials to the Virginia voter registration system undergo a specific, documented screening process if their duties or tasks involve access to sensitive information and assets. Until the required controls are completed, individuals cannot be appointed to a position or have access to sensitive information and assets.			•
2	<i>Personnel Termination and Transfer</i>			
2.1	The General Registrar or Secretary of the locality electoral board must notify ELECT (during working hours) of the termination or resignation of any user with a VERIS account. Notifications are made via email to electit@elections.virginia.gov. The notification must occur within 4 hours of a voluntary resignation, and within 1 hour if the termination is involuntary.	•	•	•
2.2	The locality or GR's office has a documented off-boarding and transfer process which includes the requirements to terminate/revoke any authenticators/credentials associated with the individual or role and retrieve all assets.	•	•	•
3	<i>Personnel, Vendor, and Third-Party Access Agreements</i>			
3.1	Your Inventory (Risk Assessment 1.1 and Access Control 1.6) includes third-party access to organizational information and information systems, and notes whether each has signed appropriate confidentiality agreements.	•	•	•
3.2	Develop and document access agreements including Nondisclosure Agreements (NDAs) for sensitive systems.		•	•
3.3	Responsible locality entity ensures the appropriate access agreement(s) has (have) been signed and are retained in a secure location, in accordance with locality record retention policies. The base agreements are reviewed annually and changed if needed.			•
3.4	As part of contracts or service level agreements (SLAs), require third-party entities to perform the appropriate background checks of personnel, and to notify the localities when the entity's personnel are transferred or terminated.			•
4	<i>Emergency Power</i>			
4.1	Short-term uninterruptible power supply (UPS) or a generator is installed to facilitate an orderly shutdown of elections desktops or servers in the event of a primary power source loss.	•	•	•

4.2	Any UPS supporting infrastructure is tested quarterly and generators are tested annually to ensure the devices are working properly. The results of these tests are documented as per 4.2.1-4.2.4.		•	•
5	<i>Location of Information System Components</i>			
5.1	Elections equipment and documents are stored in a secure environment. This environment is only accessible to people noted on the physical access list.	•	•	•
6	<i>Controlled Access Area</i>			
6.1	Personnel with access to elections equipment or documents are listed in the Inventory (referenced in Risk Assessment 1.1). Access is physically restricted to authorized election personnel through keys, combination locks, badges, or smart cards.	•	•	•
6.2	Access list to physical spaces is reviewed quarterly to ensure that individuals still require access. Physical access devices are collected from those that no longer need access.	•	•	•
6.3	Keys, badges, smart cards, equipment, and documents are collected and deactivated within 24 hours of last active day of work. Combinations are changed within 24 hours of last active day of work in a voluntary termination or transfer. Keys, badges, smart cards, equipment, and documents are collected and deactivated immediately for involuntary terminations. Combinations are changed immediately for involuntary terminations.	•	•	•
6.4	Physical access devices are secured in a lock box or cabinet. Combinations are stored securely, with limited access.	•	•	•
7	<i>Monitor Physical Access</i>			
7.1	Access to physical spaces where elections equipment and/or ballots are stored, are monitored by cameras and stored with cameras or card readers.	•	•	•
7.2	Review access logs monthly for anomalies.		•	•
7.3	Violations are handled through the incident response process as discovered.		•	•
8	<i>Access Records for Secure Areas</i>			
8.1	Individuals given access to elections equipment or documents is documented and updated quarterly, capturing items outlined in 8.1.1-8.1.6.	•	•	•
9	<i>Visitor Access</i>			
9.1	Visitors such as guests or maintenance personnel that do not have access must register their visit with the locality before being given access; documentation must capture 9.1.1-9.1.5.	•	•	•
9.2	All visitors must be escorted by a locality representative at all times.		•	•

TOOLS AND RESOURCES	DESCRIPTION	LESS SECURITY CONTROL(S)
CISA – Risk Considerations for MSP and SLA	Set of risk considerations for managed service providers and service-level agreements.	3.1

ORG 7 Organizational Policies and Procedures	BASELINE	PREFERRED	PLATINUM
1 Organizational Security Planning			
1.1 Locality leadership (city/county administrator or technology leadership) has provided the General Registrar a Business Impact Assessment (BIA) within the last year that specifically addresses the locality’s elections-specific mission and goals that: <ol style="list-style-type: none"> 1 Lists all core functions, in order of priority with relation to organizational mission and goals. 2 Outlines impact of the loss or degradation of the functions with respect to the mission goals. 	•	•	•
1.2 Within the last year, locality leadership (city/county administrator or technology leadership) has provided the General Registrar a Contingency Plan that does the following: <ol style="list-style-type: none"> 1 Identify essential missions and business functions and associated contingency requirements. 2 Identify critical system assets supporting essential missions and business functions. 3 Provide recovery objectives, restoration priorities, and metrics. 4 Address contingency roles, responsibilities, assigned individuals with contact information. 5 Address maintaining essential missions and business functions despite a system disruption, compromise, or failure. 6 Address eventual, full system restoration without deterioration of the security and privacy controls originally planned and implemented. 7 Is reviewed and agreed to by the locality General Registrar and Electoral Board. 	•		
1.3 The Contingency Plan lists the people, tools, technologies, processes, and support functions that must be in place to resume normal or possibly degraded functionality when one or more threats materialize to place the mission of the organization in jeopardy.		•	
1.4 Your locality’s Security Program includes the existence of a Systems Security Plan, BIA, and Contingency Planning Policy – all of which have been reviewed within the last year.			•
1.5 Your locality Contingency governance (whether your locality has some or all of the Contingency Plan, Contingency Planning Policy, Contingency Procedure) addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance and facilitates the implementation of the contingency planning policy and the associated contingency planning controls, to include: <ol style="list-style-type: none"> 1. Coordination of contingency planning with the appropriate organizational elements – leadership, technology, personnel, fiscal, maintenance. 	•	•	•

	2. Alignment with the contingency plans of external service providers to ensure that contingency requirements can be satisfied.			
	3. Identifying alternative processing and storage sites that are separated from the primary site(s) to reduce susceptibility to the same threats.			
1.6	Training is consistent with assigned roles and responsibilities in the contingency plan and any related policies, procedures or plans.			•
1.7	Training incorporates simulated events into contingency training to facilitate effective response by personnel in crises.		•	•
1.8	At least once in the last calendar year, your locality tests the Contingency Plan including full recovery and constitution of the system to a known state as per 1.8.1-1.8.2.			•
2	<i>System Security Planning (SSP)</i>			
2.1	The locality has developed a security plan for the information systems identified as sensitive to election activities and their components. Each system security plan contains the elements outlined in 2.1.1-2.1.6.	•	•	•
2.2	Within the last year, the locality’s security plan has been updated to address changes to the information system, environment of operation or problems identified during security control assessments, and distributed to appropriate managers.		•	•
3	<i>Acceptable Use Policy</i>			
3.1	Your locality Acceptable Use policy has been distributed to all elections employees and reviewed/updated in the last calendar year. The policy includes elements described in 3.1.1-3.1.3.	•	•	•
3.2	Remote Access policy has been distributed to all elections employees and reviewed/updated in the last calendar year	•	•	•
3.3	Incident Reporting Procedure has been distributed to all elections employees and reviewed/updated in the last calendar year.	•	•	•
3.4	Incident Response Plan has been distributed to all elections employees and reviewed/updated in the last calendar year.	•	•	•
TOOLS AND RESOURCES	DESCRIPTION	LESS SECURITY CONTROL(S)		
LOCALITY TEMPLATES FOR SECURITY STANDARDS	Templates can be found in Integra and also embedded within this document under “Resources”.	1.1, 1.5, 2.1, 3.1		

TECH 8 Password Management		BASELINE	PREFERRED	PLATINUM
1	Password Complexity			
1.1	All system passwords to access elections workstations and systems are at least 14 characters in length.	•	•	•
1.2	Passwords must contain all of the following: upper case character, lower case character, number, and special character.	•	•	•
1.3	Passwords cannot contain whole or partial user names, user ids, or repeating strings (e.g. 12341234)	•	•	•
1.4	Prevent easily guessable passwords by comparing against a common password list before accepting the password.			•
2	Password Management			
2.1	Passwords are encrypted at AES 256 or higher when transmitted or stored.	•	•	•
2.2	Passwords are not shared.	•	•	•
2.3	Passwords are not displayed on screen on entry, are obscured while being entered, and cannot be unmasked.	•	•	•
2.4	Users authenticate with current password before changing to a new one. The previous 3 passwords may not be reused when resetting passwords.	•	•	•
2.5	Access to the password storage location is highly restricted.	•	•	•
2.6	All systems require passwords to be changed every 90 days.	•	•	•
2.7	All elections employees have and use a password manager approved and installed by authorized technology personnel.		•	•
2.8	Ensure that feedback for invalid credentials is vague and does not provide clues to why an authentication failed. If a user tries to log in unsuccessfully, they only receive a "Login Unsuccessful" message. Additionally, password composition is never displayed to an unauthorized user.			•

TOOLS AND RESOURCES	DESCRIPTION	LESS SECURITY CONTROL(S)
CIS PASSWORD POLICY GUIDE	CIS Guidance for secure usage of passwords in an enterprise	1.1, 1.2, 2.2, 2.5 2.6
KEEPASS	Password manager	1.1, 1.2, 2.2, 2.5, 2.7
PASSWORD SAFE	Simple and secure password management	1.1, 1.2, 2.2, 2.5, 2.7
SPECOPS PASSWORD AUDITOR	Active Directory password audit tool	1.1, 1.2, 2.2, 2.5 2.6

TECH 9 System & Communication Protection		BASELINE	PREFERRED	PLATINUM
1	Boundary Protection			
1.1	Boundary protection devices such as firewalls, gateways, routers, and proxies are used to manage connections to external systems and incoming requests. Localities must also have an architectural diagram of how these tools are implemented locally.	•	•	•
1.2	Unused network ports and physical device ports are disabled on elections equipment.	•	•	•
1.3	Subnetworks are implemented for publicly accessible system components to separate them from internal organizational networks.		•	•
1.4	Monitoring tools are put in place to monitor potential Distributed Denial-of-Service (DDoS) attacks. These tools are also capable of mitigating DDoS attacks.		•	•
1.5	Port protection capabilities are incorporated into the network and servers protect against attacks such as ethernet switching table overflow attacks, DHCP server attacks, ARP spoofing attacks, DHCP starvation attacks and prevent the connection of unauthorized equipment to network/servers.		•	•
2	Cryptography			
2.1	All information must be encrypted while in transit.	•	•	•
2.2	All sensitive data must be encrypted while at rest.	•	•	•
2.3	Digital signatures must be part of the encryption process.		•	•
3	Wireless Network			
3.1	Wireless access points are password protected in compliance with Password Management.	•	•	•
3.2	Encryption compliant with Federal Information Processing Standards (FIPS), such as FIPS 140-2, is enabled on wireless networks.	•	•	•
3.3	Wireless networks are not publicly viewable (the SSID of a locality wireless network should be hidden).		•	•
3.4	Logging is enabled on wireless networks and generating log information per System Audit Logs.			•

TOOL AND RESOURCES	DESCRIPTION	LESS SECURITY CONTROL(S)
ZABBIX	Monitoring tool for IT infrastructure	1.1
SPICEWORKS	Free network mapping software	1.1
VERACRYPT	On-the-fly encryption	2.1
BITLOCKER	Built-in Windows® 10 utility used for full volume encryption	2.2

TECH 10 System & Information Integrity		BASELINE	PREFERRED	PLATINUM
1	Malicious Code Protection			
1.1	Any devices that connect to ELECT's systems must have an active malware/anti-virus/malicious code scanning tool enabled at all times. All patches/updates must occur on a monthly-basis at minimum or sooner as needed to address specific vulnerabilities.	•	•	•
1.2	Any devices that connect to ELECT's systems must have active anti-malware and spam controls on their email systems. This tool must be updated on a real-time basis.	•	•	•
2	Security Alerts, Advisories and Directives			
2.1	The locality GR and/or locality IT representatives are members of the Center for Internet Security (CIS) Elections Infrastructure Information Sharing & Analysis Center (EI-ISAC) and/or Multi-State ISAC (MS-ISAC).	•	•	•
2.2	All information must be encrypted while in transit.	•	•	•
2.3	All locality equipment used to conduct elections business must encrypt its data while at rest or stored on the equipment.	•	•	•
2.4	Digital signatures must be part of the encryption process.		•	•
3	Information System Monitoring			
3.1	Any devices that connect to ELECT's systems must be continuously monitored for log failures, access and system exceptions, operation system and application patching.	•	•	•
3.2	Any devices that connect to ELECT's systems must continuously log failures, access and system exceptions, operation system and application patching.			•
4	Backup and Recovery			
4.1	Provide the capability to restore system components within the Continuity of Operations Plan, from configuration-controlled and integrity-protected information.	•	•	•
4.2	Depending on criticality, perform monthly, quarterly and annual backups of system data and system images. The locality has and regularly updates documentation identifying the level of criticality and frequency required.	•	•	•
4.3	Backup copies of critical systems are stored in a separate facility or in a fire-rated container that is not co-located with the operational system.	•	•	•
4.4	Test data backups quarterly to ensure data recovery, integrity and usability.		•	•
4.5	Test system recovery annually to verify the integrity and usability of system backups.		•	•

TOOL AND RESOURCES	DESCRIPTION	LESS SECURITY CONTROL(S)
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<u>MS-ISAC® AND EI-ISAC® SERVICE: MALICIOUS CODE ANALYSIS PLATFORM (MCAP) WINDOWS® DEFENDER SECURITY CENTER OPENVAS</u>	No-cost web-based sandbox to submit suspicious files to in a controlled and non-public fashion	1.1
<u>OUTLOOK SPAM FILTER</u>	Outlook spam filter: setting and customizing the junk filter	1.2
<u>GMAIL SPAM FILTER</u>	Customize spam filter settings in Google Workspace	1.2
<u>TLS PROTOCOL</u>	A protocol that provides end-to-end security for data sent over the internet.	2.1
<u>BITLOCKER</u>	Built-in Windows® 10 utility used for full volume encryption	2.2
<u>CIS BENCHMARKS™</u>	Secure configuration guidelines for 100+ technologies, including operating systems, applications, and network devices	3.1
<u>ALIENVAULT® OSSIM</u>	Open-source security information and event management (SIEM) system	3.1
<u>MICROSOFT® BACKUP AND RESTORE</u>	Built-in backup utility tool	4.1
<u>MICROSOFT® VOLUME SHADOW COPY SERVICE (VSS) REDO™</u>	Tool to create backup copies or snapshots of files or volumes	4.1
	Backup and disaster recovery tool	4.3

TECH 11 Access Control		BASELINE	PREFERRED	PLATINUM
1	<i>Actively Manage Access</i>	•	•	•
1.1	Access to systems are limited only to authorized personnel who need access to the system to perform specific assignments.	•	•	•
1.2	Users given access to systems are given the minimum level of access required within the system to perform their jobs, adhering to the principle of “least privilege”.	•	•	•
1.3	Separate accounts are created and maintained for elevated/privileged accounts. These accounts must adhere to 1.1 and 1.2 and may not be used for daily business work.	•	•	•
1.4	Users who change roles or positions must have their access reviewed to ensure access still complies with 1.1-1.3. Access within a system or to a system that is no longer needed is removed.	•	•	•
1.5	Accounts (access to systems and access within systems) are reviewed at least quarterly for terminations or inactivity. Accounts that have not been active in the last 90 days are disabled.	•	•	•
1.6	Requests for new accounts or access must capture a requestor’s name, date, role and supervisor name, as well as denote who approved the request and when, in addition to documenting what access was granted, both which systems and the level of access provided within those systems.	•	•	•
1.7	Privileged accounts are automatically logged out after five minutes of inactivity.	•	•	•
1.8	No temporary, test, or default accounts are permitted. If the account is necessary it is set up as a permanent account with a unique id.	•	•	•
1.9	Disable service and network sign-on accounts from concurrent use.		•	•
1.10	Disable user accounts within 24 hours of last active day of work. Disable user accounts immediately for involuntary termination.		•	•
1.11	Automate quarterly account reviews to ensure accounts for terminated personnel or accounts that have not been active in the last 90 days are disabled.		•	•
1.12	Use Role Based Access (RBAC) to manage access to systems and system privileges.			•
1.13	List the role(s) a user will need to perform business functions on the application for a new user account. Applicants or assigned Supervisors must list the systems and groups the user needs, prior to account approval and creation.			•
1.14	Log and track Privileged Accounts usage separately from the use of General User accounts. Review the Privileged Users’ activities on the system(s) for which they are accountable, at least quarterly.			•
2	<i>Separation of Duties and Account Creation</i>			
2.1	Ensure that there is no sharing of accounts and passwords.	•	•	•
2.2	Every user granted an account to an information system is assigned a unique ID for account access traceability.	•	•	•

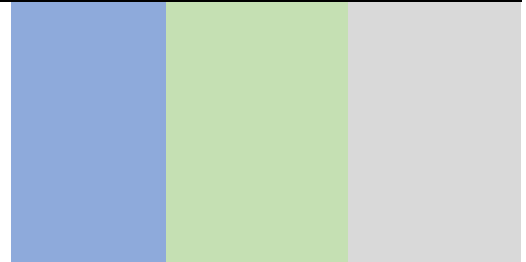
2.3	Ensure security personnel who administer access control functions do not administer audit functions. For sensitive processes, assign different tasks of a process to more than one individual so that no one person can solely initiate, record, authorize, and reconcile a transaction without the intervention of another person.	•	•	•
3	Access			
3.1	Employ two-factor authentication as part of the identification and authentication process for remote access or to use admin accounts.	•	•	•
3.2	Accounts are locked after 15 minutes of inactivity. Users must re-authenticate to regain access.	•	•	•
3.3	Users are identified and authenticated (including a confirmation that required training has been completed) before receiving credentials.	•	•	•
3.4	Every system records when users accesses a system. At a minimum it captures the user id, the action, and the date and time.	•	•	•
4	Mobile Devices			
4.1	All mobile devices used to conduct elections business must be password protected.	•	•	•
4.2	All mobile devices used to conduct elections business must be configured to permit the locality to remote wipe the device.	•	•	•
4.3	Encrypt mobile devices that contain elections specific data to protect the confidentiality and integrity of that information. Encryption must be AES 256 compliant and applies to data storage and transmission (where applicable).	•	•	•
5	Unsuccessful Logon Attempts			
5.1	Invalid logon attempts are limited to three attempts within a 15 minute period. If three invalid attempts are detected within 15 minutes, then the account is time-locked for 15 minutes.	•	•	•
5.2	Do not provide users any indication of what the password lacked during any unsuccessful login attempt(s). For example, if a user tries to log in unsuccessfully, they only receive a “Login Unsuccessful” message. Unsuccessful login details are not provided to the user.	•	•	•
6	System Use Notification			
6.1	Display to users a notification message or banner before granting access to a local system. This message is displayed until users acknowledge the usage conditions and takes explicit actions to log on. The message provides privacy and security notices consistent with applicable federal laws, executive orders, directives, policies, regulations, and at minimum includes the items outlined in 6.1.1-6.1.4.	•	•	•

TOOL AND RESOURCES	DESCRIPTION	LESS SECURITY CONTROL(S)
OPENLDAP	Open source implementation of the Lightweight Directory Access Protocol (LDAP)	1.1, 1.3, 1.5, 1.6, 1.7, 2.2, 3.2, 3.4, 4.1, 5.1
ACTIVE DIRECTORY	Microsoft Windows® directory service for account management and access control	1.2, 1.3, 1.5, 1.6, 1.7, 2.2, 3.2, 3.4, 4.1, 5.1

<u>NIST SP 800-63</u>	Suite of documents including NIST SP 800-63-3, NIST SP800-63A, NIST 800-63B, and NIST 800-63C	3.1
<u>MICROSOFT AUTHENTICATOR</u>	Multi-factor authentication application used for Microsoft® products	3.1
<u>GOOGLE AUTHENTICATOR</u>	2-step verification codes on your phone	3.1
<u>CIS CONTROLS MOBILE COMPANION GUIDE</u>	For tablet and smart phone guidance, refer to the CIS Controls Mobile Companion Guide	4.1 – 4.3

TECH 12 Configuration Management		BASELINE	PREFERRED	PLATINUM
1	<i>Baseline Configuration for Elections Related Systems</i>			
1.1	An inventory of hardware assets is maintained. The inventory should capture the following for hardware assets. <ol style="list-style-type: none"> 1. Type of equipment 2. Manufacturer 3. Model 4. Serial Number 5. Manufacture Date 	•	•	•
1.2	An inventory of software assets is maintained. The inventory should capture the following for software assets. <ol style="list-style-type: none"> 1. Name of software 2. Software vendor 3. License quantity 4. License expiration 	•	•	•
1.3	The baseline configuration for hardware and software is documented for each item on the inventory listed created in 1.1 and 1.2. This document is updated continually as configurations are changed. Configurations for passwords and access controls are documented as outlined in Password Management, Access Controls, and Audit Accountability.	•	•	•
1.4	Localities with locally maintained IT services must capture configuration information for hardware and software. Below is a list configuration settings that are captured. This list is not intended to be exhaustive. <ol style="list-style-type: none"> 1. HARDWARE: Open Ports, White/Black List of IP Addresses, DNS Settings, Connected Devices, Installed Software, Installed OS, Security Policies, Processors, Memory, Diskspace 2. SOFTWARE: Home/Install Directory, Environment Variables/Paths, Memory Settings, CPU Settings, Plugins, Database Connections. 		•	•
1.5	Hardware and software inventories are updated annually with any changes that have occurred.		•	•
1.6	Technical architecture diagrams are created, maintained, and kept secure for elections systems. These diagrams include: <ol style="list-style-type: none"> 1. Servers (File/Database/Web/Print) 2. Devices (Phone/Tablets/Laptops/Desktops) 3. Firewalls 4. DMZ 5. Network Segmentations 6. Software layers 7. Server to Server interactions 8. Network Protocols 			•
2	<i>Change Control</i>			
2.1	A documented change control process must be in place to manage changes to hardware or software systems. The process must include a step to update relevant inventories or diagrams that may be impacted by changes. This process must capture the following information for each change.	•	•	•

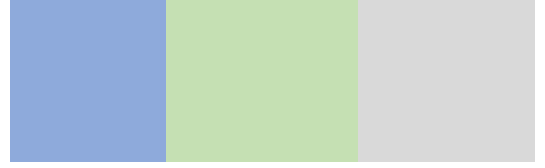
- 2.1.1 Description of the change that include information about the hardware or software being changed
- 2.1.2 Who is requesting the change
- 2.1.3 Who is responsible for implementing the change
- 2.1.4 The date/time the change will be implemented
- 2.1.5 Who approved the change
- 2.1.6 ISO or person representing the ISO role approval



TOOL AND RESOURCES	DESCRIPTION	LESS SECURITY CONTROL(S)
<u>CIS ASSET TRACKING SPREADSHEET</u>	Spreadsheet to help with asset and data inventory	1.1, 1.2
<u>NMAP® NETWORK SCANNING</u>	Tool used for reconnaissance and fingerprinting	1.1, 1.2
<u>MICROSOFT® CONFIGURATION MANAGER</u>	Windows® application within Microsoft® Endpoint Management used for configuration management	1.1, 1.2
<u>SMARTSHEET</u>	Free change management templates for use.	2.1

TECH 13 Maintenance		BASELINE	PREFERRED	PLATINUM
1	<i>Physical Maintenance</i>			
1.1	Physical elections equipment is serviced in accordance with manufacturer or vendor specifications and/or organizational requirements.	•	•	•
1.2	Maintenance and service performed on elections equipment is documented. The following information is captured for each device serviced. <ol style="list-style-type: none"> 1. Equipment Serviced 2. Equipment Identification Number 3. Date/time of service 4. Name of person that performed service 5. Description of service performed 6. If the equipment was serviced offsite 7. Person that authorized offsite service 8. Date/Time equipment was removed 9. Date/Time equipment was returned 10. Date/Time equipment was tested 11. Person(s) that performed the test 	•	•	•
1.3	Elections equipment that needs to be serviced offsite must be approved before being removed. This information is documented as outlined in 1.2.	•	•	•
1.4	Localities test equipment and software after maintenance to verify security controls and functionality. Testing of equipment is documented on the service records in 1.2.	•	•	•
1.5	Equipment that is decommissioned must document the following: <ol style="list-style-type: none"> 1. Equipment decommissioned 2. Equipment Identification Number 3. Date/Time equipment decommissioned 4. Person(s) that decommissioned the equipment 5. Date/Time equipment was removed 	•	•	•
1.6	Equipment that is decommissioned must have the following performed before being removed. <ol style="list-style-type: none"> 1. Any equipment media is sanitized 2. Equipment default settings are restored 	•	•	•
2	<i>Software Maintenance</i>			
2.1	Equipment running operating systems and/or software for elections must be updated regularly. Operating system and software should still be receiving security updates from the vendor.	•	•	•
2.2	Software/OS updates and diagnostic activities are approved and scheduled in accordance with Configuration Management policies.	•	•	•
3	<i>Maintenance Documentation</i>			
3.1	Localities must ensure that contractors and vendors are taking appropriate measures to prevent the introduction of security vulnerabilities into their equipment. In addition to items	•	•	•

addressed in GR 6 (Physical Security), localities must request and receive contractor or vendor security policies regarding equipment and tools, as well as contracts addressing data handling, reporting responsibilities in case of breach, termination conditions, background checks, and remediation.



TECH 14 System Audit Logs		BASELINE	PREFERRED	PLATINUM
1	<i>Audit Records, Auditable Events, & Automated Alerts</i>			
1.1	Event logging is enabled on all information systems and operating systems.	•	•	•
1.2	At minimum, the logs will include <ol style="list-style-type: none"> 1. The event 2. The user ID associated with the event; and 3. The time the event occurred 	•	•	•
1.3	Whenever possible, all systems utilize Network Time Protocol (NTP) time synchronization.		•	•
1.4	Automated alerts are provided when log storage capacity reaches pre-defined levels (e.g. 50%, 80%, and 95%).		•	•
2	<i>Audit Records: Review, Analysis and Retention</i>			
2.1	Audit records are backed up to a machine different than originating system on a quarterly basis.	•	•	•
2.2	Audit records are reviewed and analyzed every 30 days for inappropriate or unusual activity. Findings are reported using the Incident Response process.	•	•	•
2.3	Audit records, audit settings, and audit reports are protected from unauthorized access, modification, and deletion by setting appropriate access controls.		•	•
2.4	Retain audit records consistent with State and Local retention policies, to provide support for after-the-fact investigations of security incidents.		•	•

TOOL AND RESOURCES	DESCRIPTION	LESS SECURITY CONTROL(S)
<u>CIS BENCHMARKS™</u>	Secure configuration guidelines for 100+ technologies, including operating systems, applications, and network devices	1.1, 1.2
<u>ALIENVAULT® OSSIM</u>	Open-source security information and event management (SIEM) system	1.1, 1.2, 2.2
<u>MICROSOFT® BACKUP AND RESTORE</u>	Built-in backup utility tool	2.1

Resources



Locality_Templates
for Security Standar

PROJECT AGREEMENT 2 FOR PENETRATION TESTING
(Attachment to Agreement for Consulting Services)

This Project Agreement 2 for Penetration Testing (this "Project Agreement") is made as of July 1, 2023 ("Effective Date") by and between B. W. MURRAY & CO., Inc., a Virginia corporation having its principal place of business 1846 Westover Ave., Petersburg, Virginia 23805 ("Consultant") and the Fluvanna County Electoral Board, a government entity having its principal place of business at 265 Turkeysag Trail, Suite 115, Palmyra, VA 22963 together with the Fluvanna County Registrar, Joyce Pace, (together the "Client"); and the County of Fluvanna, a political subdivision of the Commonwealth of Virginia, (the "County"). Consultant, Client and the County may be collectively referred to herein as the "Parties" and individually as a "Party." This Project Agreement amends and modifies and constitutes a "Project Agreement" under that certain Agreement for Consulting Services dated July 1, 2023 executed by the Parties (the "Agreement"). All of the terms of the Agreement are expressly incorporated herein. All capitalized terms herein shall have the meaning ascribed to them in the Agreement, unless expressly defined otherwise herein.

Whereas, pursuant to the Agreement the Client shall issue written task orders to the Consultant as services are needed;

Whereas, the Consultant submitted to the Client a "Statement of Work Internal and External Network Penetration Testing" dated June 13, 2023, attached hereto as **Exhibit 1** (the "Proposal") and incorporated herein as a material part hereof describes the Services to be performed by the Consultant pursuant to this Project Agreement;

Whereas, the Client desires that the Consultant complete the work and services set forth in the Proposal to all LESS standards and delivery deadlines, including, without limitation, the services described herein and all deliverables;

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.

Consultant agrees to perform for Client the g internal and external network penetration Services sufficient to satisfy LESS requirements and LESS deadlines for penetration testing for a fixed flat fee as detailed in this Project Agreement. If this Project Agreement is terminated by Client for cause during the Term, then no further amounts of any kind will be due and owing to Consultant except for amounts owed for the portion of Services actually rendered in complete conformance with this Project Agreement, if any, and completed prior to such termination if not yet paid for in full. Payments shall be made in accordance with

Section 6 of the Agreement. The Client may terminate for cause owing to any breach by Consultant of this Agreement effective immediately without advance notice to Consultant. The Consultant shall perform the Services to ensure that Client is Less compliant. All deliverables and Services shall be completed so as to conform with all schedules set forth in the SOW and all deadlines required by LESS. Penetration testing is currently required every other year pursuant to LESS requirements.

The Client's project manager for technical inquiries relating to this Project Agreement shall be: the Fluvanna County Registrar, Attn: Joyce Pace, 265 Turkeysag Trail #115, Palmyra, VA 22963.

Billing inquiries should be directed to Victoria Melton, Finance Director, whose contact information appears below in Article VI.

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

The rights and duties of the Client and Consultant applicable to the Client's projects under this Project Agreement are set forth in the following Agreement Documents:

- (i) This Project Agreement;
- (ii) Exhibit 1 hereto;
- (iii) The Agreement including exhibits thereto; and
- (iv) The County's General Terms which are 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 (iv) above, and (ii) shall control over (iii) and (iv), and so forth.

ARTICLE IV: FEES

The Consultant shall a not to exceed flat fee of THREE THOUSAND TWO HUNDRED FORTY AND NO/100 (\$3,240.00) based on actual time worked; and which shall be payable by the Client upon Final Completion based on actual time worked upon proper invoice by the Consultant as described herein.

The flat fee is a not-to exceed amount. Any hourly fees may be billed only up to the not-to-exceed total per task shall be payable by the Client upon proper invoice by the Consultant as described herein. The Consultant shall submit invoices to the Client 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 Client on the Services. No invoice may be provided by the Consultant to the Client until the items or services purchased have been delivered to, inspected by and accepted by the Client. In no event shall the fees invoiced or due under this Project Agreement exceed \$3,320.00 total unless a change order has been signed and approved by the Client and County. In no event shall the final payments be made until the Services and Task Order are fully completed to the sole satisfaction of the Client. For hourly work, the Client 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 Client no later than any LESS deadlines for the Services. 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 Client 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:

Client:

Joyce Pace Registrar
265 Turkeysag Trail #115
Palmyra, VA 22963

County:

ATTN: Victoria Melton
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone (434) 591-1930
FAX (434) 591-1911

Consultant:

B. W. MURRAY & CO., Inc.
PO BOX 2289
PETERSBURG, VA 23804
Telephone (804) 829-0050

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.

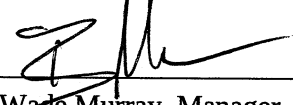
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized Parties hereto have signed this Agreement and agree that it shall be binding upon the Parties as of the date set forth below.

Fluvanna County

B. W. MURRAY & CO., Inc.

By _____
Eric M. Dahl, County Administrator

By 
B. Wade Murray, Manager

Date: _____

Date: JUNE 13, 2023

Fluvanna County Registrar

Fluvanna County Electoral Board

Joyce Pace

By _____

Date: _____

Name: _____

Approved as to form:
Fluvanna County Attorney

Title: _____

Date: _____



B. W. MURRAY & CO., Inc.

PO BOX 2289
PETERSBURG, VA 23804
(804) 829-0050
bwmurrayco.com

Statement of Work

INTERNAL & EXTERNAL NETWORK PENETRATION TESTING

Fluvanna County Electoral Board

June 13, 2023

Executive Summary

The Fluvanna County Electoral Board has requested the assistance of B. W. MURRAY & CO., Inc. with performing a comprehensive security assessment of the organization's network environment. This assessment will measure the effectiveness of the organization's security efforts and identify any issues with the current security posture.

Scope and Methodology

Based on the information provided by the Fluvanna County Electoral Board, B. W. MURRAY & CO., Inc. has developed the following scope of work to properly execute the requested assessment. It should be noted that B. W. MURRAY & CO., Inc. will attempt to identify as many security weaknesses as possible during the allocated time frame; however, it should be noted that security assessments are never guaranteed to identify every flaw within the organization's environment. This proposal includes the following scoped phases of testing:

TESTING PHASE	ACTIVITIES PERFORMED
External Asset Testing	<p>B. W. MURRAY & CO., Inc. will perform security testing against Fluvanna County Electoral Board's public IP addresses to identify any systems with security issues. These security issues can stem from configuration, authentication, as well as patching vulnerabilities. Activities include the following:</p> <ul style="list-style-type: none"> • User Profiling and Reputational Threats • Informational Gathering • Vulnerability Discovery and Validation
Internal Asset Testing	<p>B. W. MURRAY & CO., Inc. will perform security testing against a maximum of twenty-five (25) of Fluvanna County Electoral Board's internal IP addresses to identify any systems with security issues. These security issues can stem from configuration, authentication, as well as patching vulnerabilities. Activities include the following:</p> <ul style="list-style-type: none"> • Information Gathering • Vulnerability Discovery and Validation • Controlled Penetration Testing

Testing Methodologies

B. W. MURRAY & CO., Inc. performs a periodic review of its testing methodologies to ensure that its activities, techniques, and tactics are up-to-date and include tasks that would allow for the discovery of the latest security threats. Based on the Fluvanna County Electoral Board's requests, B. W. MURRAY & CO., Inc. has prepared the following testing methodologies:

Internal and External Network Testing

The internal and external testing phases are similar in many ways, with the exception of leveraging Open-Source Intelligence (OSINT). These assessments take a comprehensive approach to identifying security vulnerabilities which expose systems and services to potential threats. To accomplish this goal, [Partner_Name] consultants leverage a number of resources and techniques to identify, enumerate, and exploit the targeted systems. The following components are included in this phase:

- **User Profiling** - By leveraging publicly available resources, such as social media and other sites, our consultants attempt to gather as much information about the targeted organization, including its employees. Using such information, the consultant will create a custom list of potential usernames and email addresses that may be useful for other attacks, such as password attacks.
- **Reputational Threats** - Our consultants attempt to identify potential areas that could be used to harm the target organization's reputation. Such information could include misspelled domain names (registered by an attacker), inflammatory domain names, etc.
- **Intelligence Gathering** - Information about the target environment(s) will be gathered to help map out potential target IP ranges, environments that may contain sensitive information, as well as other information that may be valuable to an attacker.
- **Vulnerability Analysis** - Vulnerabilities are identified through automated testing and scanning. As vulnerabilities are identified within the targeted environment, the consultant will validate the existence of the vulnerability by attempting to leverage multiple validation techniques (e.g. Nmap, Metasploit, etc.). Once validated, the consultant will gather proof of validation for reporting purposes. During this phase, the consultant also marks false-positives as such to assist the organization with only relevant and validated security vulnerabilities.
- **Exploitation** - Based on the security vulnerabilities identified in the Vulnerability Analysis phase, the consultant will cautiously attempt to perform exploitation of security vulnerabilities. Depending on the type of security vulnerability exploited, this process may result in the consultant gaining limited, or full, access to the exploited target.
- **Post-Exploitation** - To demonstrate the full impact that a malicious attacker could potentially make within the organization, the consultant will attempt to perform post-exploitation within the environment. One of the activities involved in this process is privilege escalation, which is the attempt to escalate access within the environment to privileges that would allow for further access within the environment.

Vulnerability Scanning

The vulnerability scanning process consists of an automated vulnerability scanner testing the organization's network environment for security threats that are present and immediately visible from a network perspective. A vulnerability scan does not attempt to simulate the actions of a malicious attacker (e.g. penetration test) and only identifies security weaknesses that are directly visible. The following components are included as part of a vulnerability assessment.

- **Vulnerability Analysis** – Vulnerabilities are identified through automated testing and scanning. The vulnerability scan process will identify security weaknesses that are present on the surface of the external network environment. The vulnerabilities identified could pertain to many potential security weaknesses, including, but not limited to authentication, patching, and configuration weaknesses, as well as issues that could lead to unauthorized access of sensitive data and/or systems.

Documentation and Communication

B. W. MURRAY & CO., Inc. has policies and procedures in place to ensure that proper communication is maintained throughout the entire engagement. B. W. MURRAY & CO., Inc. ensures that all parties involved on the project are aware of security issues identified, progress made, upcoming tasks, and date of completion expectations. The deliverable process includes several documents that are tailored to executives and technical contacts at the Fluvanna County Electoral Board. Throughout the engagement, the following documentation can be expected:

- **Executive Summary Report** – An executive summary report will be included in the final deliverable package. This report contains a high-level summary of the security vulnerabilities identified as well as a remediation roadmap.
- **Technical Report** – The technical report will consist of the specific details identified during testing. Throughout testing, consultants collect log information as well as capture screenshots to demonstrate proof of validation of identified vulnerabilities. The technical report also includes recommendations with regard to how to remediate the identified security vulnerabilities.
- **Vulnerability Report** – The vulnerability report contains a comprehensive list of security vulnerabilities on a per-host basis and can be used in combination with the other deliverable documents to successfully remediate threats identified during the assessment. Whereas the technical report may demonstrate proof of a vulnerability across several hosts, the vulnerability report will contain a more comprehensive list of affected assets.

Scanning Duration Disclaimer

The amount of time it takes to perform, and complete scanning depends on the number of systems provided for targeting, bandwidth, available services, and the responsiveness of those services. If the Fluvanna County Electoral Board's assumptions listed above cannot be met, there may be a negative impact on project duration or cost.

If there are deviations in scope, effort, or duration, a change order will be necessary and an addendum for additional effort will be created. All changes in scope or duration will be negotiated between the Fluvanna County Electoral Board and B. W. MURRAY & CO., Inc..

Project Contacts

B. W. MURRAY & CO., Inc. Contacts

PRIMARY POINT OF CONTACT	
Name	Wade Murray
Office	804-829-0050 ext 110
Mobile	804-731-8553
Email	wade@bwmurrayco.com
Title	Manager
ADDITIONAL CONTACT	
Name	Adam Siefferman
Office	804-829-0050 ext 115
Mobile	
Email	adam@bwmurrayco.com
Title	Manager

Fluvanna County Electoral Board Contacts

PRIMARY POINT OF CONTACT	
Name	Andy Notman
Office	434-591-1910 ext 1123
Mobile	
Email	anotman@fluvannacounty.org
Title	Director of Information Technology
ADDITIONAL CONTACT	
Name	Joyce Pace
Office	434-589-3593
Mobile	
Email	jpace@fluvannacounty.org
Title	General Registrar

Assumptions and Exclusions

General Assumptions

B. W. MURRAY & CO., Inc. assumes that this engagement will be conducted with the assistance and cooperation of the Fluvanna County Electoral Board and its associated partners or providers to complete the assessment within the discussed time period.

B. W. MURRAY & CO., Inc.

- The work is to be performed consecutively until project completion. There will be no break in services other than weekends and/or B. W. MURRAY & CO., Inc. recognized holidays.
- Consultants consider all Fluvanna County Electoral Board information and documentation as sensitive and confidential. As such, consultants will securely handle all data received by the Fluvanna County Electoral Board in accordance to B. W. MURRAY & CO., Inc.'s Data Destruction Policy.
- Consultants will notify the Fluvanna County Electoral Board of any delays in services as soon as possible in order to determine ways to manage any impact (e.g. cost, modifications, etc.).
- Deliverables will be presented to the Fluvanna County Electoral Board for review and comments within **ten (10)** business days within the completion of the project.
- B. W. MURRAY & CO., Inc. is not responsible for providing services or performing tasks not specifically set forth in this Statement of Work.

- B. W. MURRAY & CO., Inc. shall have no responsibility for other contractors or third parties engaged on the project unless expressly agreed to in writing.

Fluvanna County Electoral Board

- The Fluvanna County Electoral Board will provide a single point of contact within the organization to help B. W. MURRAY & CO., Inc. consultants coordinate access to the required project materials and personnel.
- The Fluvanna County Electoral Board will provide the necessary information to perform the requested services within a timely manner.
- B. W. MURRAY & CO., Inc. consultants will be reliant on the Fluvanna County Electoral Board staff to complete identified tasks and participate in interviews where necessary. The Fluvanna County Electoral Board's inability to provide this staff may affect the completion of tasks and/or deliverables.

Project Schedule

ACTIVITY	START DATE	EXPECTED COMPLETION DATE
Internal and External Network Penetration Testing	August 7, 2023	August 18, 2023
Final Deliverable	August 18, 2023	August 28, 2023

Financials

Order Information

DELIVERABLES			
Payment Schedule		NET45	
Payment Method	Monthly [\$0.00]	Milestone [\$0.00]	At Project Completion [\$3,240.00]

Terms and Conditions

All work will be performed subject to the full terms and conditions listed in the Consulting Services Agreement between B. W. MURRAY & CO., Inc. and the Fluvanna County Electoral Board.

This offer is valid for 90 days from the date stated above.

Cost

The following table identifies all major tasks and cost estimate for this Statement of Work.

DESCRIPTION	COST	TOTAL
Internal Network Penetration Testing <ul style="list-style-type: none"> ● Informational Gathering ● Vulnerability Discovery and Validation ● Exploitation & Post Exploitation 	\$3,240.00	\$3,240.00
External Network Penetration Testing <ul style="list-style-type: none"> ● User Profiling and Reputational Threats 	Included	
Deliverables <ul style="list-style-type: none"> ● Executive Summary Report ● Technical Report ● Vulnerability Tracking Report 	Included	

All tasks detailed in this Statement of Work are completed on a flat rate basis. The level of effort associated with the tasks is based on reasonable estimates.

Acknowledgments and Signatures

The Fluvanna County Electoral Board and B. W. MURRAY & CO., Inc. are required to sign this document in order to acknowledge the scope and time frame of the work identified in this Statement of Work. Modifications to the Statement of Work will require updated signature acknowledgments. The signature represents acknowledgment of the scope as identified in this Statement of Work as jointly developed by the Fluvanna County Electoral Board and B. W. MURRAY & CO., Inc. and finalized 10 business days prior to the scheduled work.

The Fluvanna County Electoral Board agrees to the consulting costs as detailed in the Financials section of this document.

Please sign and return this page to B. W. MURRAY & CO., Inc. for countersignature. Once completed, B. W. MURRAY & CO., Inc. will countersign and provide an electronic signed copy of the document to the Fluvanna County Electoral Board

Please sign and return as soon as the Statement of Work is agreed upon to avoid any delays.

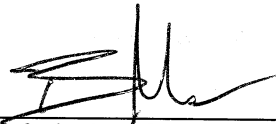
EXECUTED BY THE FLUVANNA COUNTY ELECTORAL BOARD AND B. W. MURRAY & CO., INC.

Authorized Signature – Fluvanna County
Electoral Board

Name Printed

Title

Date



Authorized Signature – B. W. MURRAY &
CO., Inc.

B. WADE MURRAY

Name Printed

MANAGER

Title

JUNE 13, 2023

Date

Appendix C: Tools List

Below is a list of common tools that are leveraged by B. W. MURRAY & CO., Inc. consultants during the security assessments as well as a brief description of their function.

ENTERPRISE ASSESSMENT AND PENETRATION TESTING TOOLS

- Nessus** Commercial vulnerability scanner developed by Tenable.
- Gobuster** Directory enumeration and brute force tool.
- Curl** Command-line tool used to communicate with network and application services, as well as performing brute force attacks and enumeration.

COMPREHENSIVE CONFIGURATION REVIEW TOOLS

- Nipper** Commercial network device configuration review utility, developed by Titania.
- Nessus** Commercial vulnerability scanner from Tenable with capabilities to perform configuration reviews.

PASSWORD CRACKING TOOLS

- John the Ripper** Multi-purpose command-line cracking tool.
- Rainbow Crack** Pre-computed hash cracking tool.
- Ncrack** High-speed network authentication cracker developed by Nmap.
- HashCat** GPU accelerated password cracking suite.

EXPLOIT FRAMEWORK

- Metasploit** Commercial and open source exploitation framework used for discovering and validating security exploits.
- PowerSploit** A collection of Microsoft PowerShell modules that can be used by penetration testers to perform discovery and validation of security exploits.
- Empire** PowerShell and Python-based post-exploitation agent.

INFORMATION DISCOVERY AND ENUMERATION

- Bloodhound** Used to expedite information gathering about the target Active Directory environment. Information gathered is used to assist with privilege escalation.
- Leprechaun** Leprechaun is a tool used to map out the internal network infrastructure after obtaining elevated privileges. Results allow consultants to identify potentially valuable targets.
- Nmap** Command-line tool used to perform discovery and enumeration of hosts and services.
- SSLScan** Command-line tool used to enumerate information about SSL/TLS services supported on a remote service.

FOCA	Application used to extract metadata information from files, such as .pdf, .docx, .xlsx, etc.
URLCrazy	Command-line tool used to identify potentially registered sub domain names based on a provided domain.
Dnsmap	Command-line tool used to enumerate DNS information about a particular domain name provided.
Arping	Command-line tool used to discover information about systems residing on the local subnet, such as connectivity validation.
Whois	Tool used to identify registration information about a particular domain or IP address.
Shodan	Search engine used to identify information about Internet-connected devices.
Sublist3r	Subdomain enumeration tool using both dictionary wordlists as well as search engine data.
Wireshark	Packet analyzer tool used to inspect network traffic.

PHYSICAL SECURITY AND SOCIAL ENGINEERING TOOLS

Social Engineering Toolkit (SET)	A penetration testing framework used to perform social engineering style attacks.
vPhish	vPhish is a phishing platform that allows for scheduled, tracked, and flexible phishing attacks.

WIRELESS PENETRATION TESTING TOOLS

Aircrack-ng	Command-line tool suite used to discover, assess, and attack wireless network implementations.
Wi-Fi Pineapple	Device specifically developed for performing attacks against wireless network implementations.
Karma	Tool used to impersonate wireless SSIDs that are absent but requested by wireless clients within the proximity.

WEB APPLICATION PENETRATION TESTING TOOLS

NetSparker	Commercial web application scanner developed by Mavivuna Security.
Acunetix Web Security Scanner	Commercial web application scanner developed by Acunetix.
Burp Proxy	Web application proxy used to inspect, intercept, and manipulate web traffic originating to and from applications.

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

TAB C

MEETING DATE:	July 5, 2023				
AGENDA TITLE:	Sheriff's Office Recruitment, Retention, and Salary Increase				
MOTION(s):	<p>Motion #1: I move the Board of Supervisors [approve/deny/defer] increasing the Sheriff's Office Deputies starting salary as follows: 1) Pay Band 106 for Certified Deputies from \$49,120 to \$52,500 2) Pay Band 105 for Non-certified Deputies from \$46,800 to \$49,500 with funding to come from the FY24 [Unassigned Fund Balance or BOS Contingency] and further authorize a budget supplement to the FY24 Sheriff's Office budget in the amount of \$18,003.</p> <p>Motion #2: I move the Board of Supervisors [approve/deny/defer] increasing the Sheriff's Office Deputies Sign-on Bonus amounts as follows: 1) Certified Deputies from \$5,000 to \$7,500 2) Non-certified Deputies from \$0 to \$4,000 with funding to come from the FY24 [Unassigned Fund Balance or BOS Contingency] and further authorize a budget supplement to the FY24 Sheriff's Office budget in the amount of \$_____.</p> <p>Motion #3: I move the Board of Supervisors [approve/deny/defer] increasing Sheriff's Office Deputies differential pay from \$1,100 to \$2,200 per fiscal year with funding to come from the FY24 [Unassigned Fund Balance or BOS Contingency] and further authorize a budget supplement to the FY24 Sheriff's Office budget in the amount of \$26,404.</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):	Eric Hess, Sheriff and Eric Dahl, County Administrator				
PRESENTER(S):	Eric Hess, Sheriff				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>The Sheriff's Office discussed recruitment, retention and a proposal to increase minimum salaries for deputies, along with some other proposed changes at the June 21, 2023 BOS meeting. At that meeting, Sheriff Hess proposed the following changes:</p> <ul style="list-style-type: none"> Change starting pay: 				

- Certified Deputies to \$52,500 (currently \$49,500)
- Non-certified to \$49,500 (currently \$46,500)
- Change sign-on Bonus amounts:
 - Certified sign-on bonus to \$7,500 (currently \$5,000)
 - Non-certified sign-on bonus - \$4,000 (currently \$0)
- Increase shift differential to \$2,200 for patrol deputies (currently \$1,100)
- Change to 80 hour pay period to be more competitive across the board – FCSO deputies work on average of an additional 104 hours per year over competing agencies with higher starting salaries and bonuses

The board requested staff to come back with estimates for the proposed changes. After reviewing the Sheriff’s Office resignations/retirements from calendar year 2020-2023, the average is about 5 resignations/retirements per year. Based upon this data, the below would represent the costs for various components of the Sheriff’s Office proposed changes:

- 1) Increase Starting Pay for Deputies by \$3,000 for Certified and Noncertified:
 - i) Certified Deputies to \$52,500 (currently \$49,500)
 - ii) Non-certified to \$49,500 (currently \$46,500)

	Increase Starting Pay \$3K
Vacancy #1	\$ 3,000
Vacancy #2	\$ 3,000
Vacancy #3	\$ 3,000
Vacancy #4	\$ 3,000
Vacancy #5	\$ 3,000
subtotal	\$ 15,000
Benefit Costs	\$ 3,003
EST. TOTAL	\$ 18,003

- 2) Make Changes to Sign-On Bonuses:
 - i) Certified sign-on bonus to \$7,500 (currently \$5,000)
 - ii) Non-certified sign-on bonus - \$4,000 (currently \$0)

	New Non-Certified Bonus	Increase Certified Bonus
Vacancy #1	\$ 4,000	\$ 7,500
Vacancy #2	\$ 4,000	\$ 7,500
Vacancy #3	\$ 4,000	\$ 7,500
Vacancy #4	\$ 4,000	\$ 7,500
Vacancy #5	\$ 4,000	\$ 7,500
subtotal	\$ 20,000	\$ 37,500
LESS existing bonus cost (\$5k per)	\$ -	\$ 25,000

	Increased bonus cost	\$	20,000	\$	12,500
	Benefit Costs	\$	1,530	\$	2,869
	EST. TOTAL	\$	21,530	\$	15,369
	<p>3) Differential Pay Change: i) Increase shift differential to \$2,200 for patrol deputies (currently \$1,100)</p>				
			Differential \$ Increase		
	Differential Pay	\$	1,100		
	20 Patrol Deputies subtotal	\$	22,000		
	Benefit Costs	\$	4,404		
	EST. TOTAL	\$	26,404		
FISCAL IMPACT:	Any proposed change would create an additional funding need for the Sheriff's Office FY24 budget, as these items were not included or presented as part of the budget process. The estimated increase will vary depending on what the board decides.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X		X	X

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

TAB D

MEETING DATE:	July 5, 2023																																				
AGENDA TITLE:	JPMorgan Chase Bank Debt Proceeds Projects																																				
MOTION(s):	I move the Board of Supervisors approve the County Administrator with the flexibility for a funding source transfer of already approved FY22, FY23 and FY24 CIP projects to best utilize the full amount of the JPMorgan Chase Bank proceeds issued February 3, 2022, with a not to exceed amount of \$900,000, and further require staff to bring any change in funding sources back to the Board for ratification no later than the August 16, 2023 Board of Supervisors meeting.																																				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):																																		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other																																
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STAFF CONTACT(S):	Eric Dahl, County Administrator																																				
PRESENTER(S):	Eric Dahl, County Administrator																																				
RECOMMENDATION:	Approve																																				
TIMING:	Immediate																																				
DISCUSSION:	<p>The County closed on debt financing with JPMorgan Chase Bank back on February 3, 2022 in the amount of \$5,231,500 for multiple Countywide FY22 CIP vehicle/equipment projects. Per the financing documents, the spend-down period of proceeds needs to be completed by August 3, 2023, otherwise any remaining funds go back to JPMorgan Chase Bank. As part of the financing, \$3,333,500 was allocated for Fire and Rescue Apparatus. When the County closed on the debt proceeds, a prepayment on 3 pieces of apparatus was funded. At the time, the County was expecting to take delivery prior to the spend-down period and pay for the remaining outstanding balances, but Fire and Rescue apparatus build delays will not have the apparatus to the County prior to August 3, 2023 deadline. The chart below shows outstanding proceeds for these projects.</p> <table border="1"> <thead> <tr> <th>Apparatus</th> <th>Budget</th> <th>Paid</th> <th>Difference</th> </tr> </thead> <tbody> <tr> <td>Response 5</td> <td>\$ 100,000.00</td> <td>\$ -</td> <td>\$ 100,000.00</td> </tr> <tr> <td>Car 1</td> <td>\$ 74,500.00</td> <td>\$ -</td> <td>\$ 74,500.00</td> </tr> <tr> <td>Tower Ladder 53</td> <td>\$ 1,670,000.00</td> <td>\$ 1,375,071.00</td> <td>\$ 294,929.00</td> </tr> <tr> <td>Tanker 10</td> <td>\$ 495,000.00</td> <td>\$ 398,410.00</td> <td>\$ 96,590.00</td> </tr> <tr> <td>Attack 20</td> <td>\$ 239,000.00</td> <td>\$ 239,000.00</td> <td>\$ -</td> </tr> <tr> <td>Engine 20</td> <td>\$ 755,000.00</td> <td>\$ 616,906.00</td> <td>\$ 138,094.00</td> </tr> <tr> <td align="right">TOTAL</td> <td>\$ 3,333,500.00</td> <td>\$ 2,629,387.00</td> <td>\$ 704,113.00</td> </tr> </tbody> </table>					Apparatus	Budget	Paid	Difference	Response 5	\$ 100,000.00	\$ -	\$ 100,000.00	Car 1	\$ 74,500.00	\$ -	\$ 74,500.00	Tower Ladder 53	\$ 1,670,000.00	\$ 1,375,071.00	\$ 294,929.00	Tanker 10	\$ 495,000.00	\$ 398,410.00	\$ 96,590.00	Attack 20	\$ 239,000.00	\$ 239,000.00	\$ -	Engine 20	\$ 755,000.00	\$ 616,906.00	\$ 138,094.00	TOTAL	\$ 3,333,500.00	\$ 2,629,387.00	\$ 704,113.00
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	<p>In addition, there are a couple other Public Works/Department of Social Services vehicle purchases that have been ordered and we are supposed to receive by August 3, 2023, but there is a possibility for other delays. If we do not receive delivery of any vehicles/equipment prior to August 3, 2023, the County would have to fund these projects with Unassigned Fund Balance. Currently, the rate of return on County invested funds is around 5.15%, so it makes sense to utilize the debt proceeds to the fullest, especially considering our interest rate is 1.37%.</p> <p>Lastly, the County has earned to date about a little over \$82,000 on interest earned on the unspent proceeds, which can be used toward vehicle/equipment purchases.</p> <p>With the next Board of Supervisors meeting (August 2, 2023) only being one day before all proceeds need to be requisitioned (August 3, 2023), I would request the Board allow the County Administrator flexibility with a funding source transfer of already approved FY22, FY23 and FY24 CIP projects to best utilize the full amount of the JPMorgan Chase Bank proceeds, with an not to exceed amount of \$900,000. Any change in funding sources would be brought back to the Board no later than the August 16, 2023 meeting for ratification by the Board.</p> <p>Some initial thoughts on intended fund transfer uses that would be considered are:</p> <ul style="list-style-type: none"> • \$301,008 - 8 Vehicles – Dodge Chargers for the Sheriff’s Office (contract on this agenda) • \$331,070 - 1 Lake Monticello Ambulance being delivered June 30. • \$108,990 – PG Athletic Field Lighting portion utilizing Unassigned Fund Balance 				
FISCAL IMPACT:	Utilizing and expending the JPMorgan Chase Bank proceeds to the full balance makes the best fiscal sense for Fluvanna County. By doing so, this would eliminate having to use Unassigned Fund Balance to fund projects.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			X

FLUVANNA COUNTY BOARD OF SUPERVISORS BCC APPOINTMENTS STAFF REPORT

TAB E

MEETING DATE:	June 7, 2023		
AGENDA TITLE:	Board, Commission, and Committee Appointments		
MOTION:	I move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s):		
Board/Commission/Committee	Appointees	Begins Term	Ends Term
JAUNT Board – Fluvanna County Representative	Iscella Wittich	7/5/2023	6/30/2025
Economic Development and Tourism Advisory Council (EDTAC) – At-Large Position	Elizabeth Clark Suzy Morris	7/5/2023	6/30/2025

BCC VACANCIES AND APPLICANTS				
BCC Vacancies	Applicants	Appt	District	Current BCC Appointments / Other Notes
JAUNT Board – Fluvanna County Representative	Iscella Wittich	Appt	Rivanna	Unexpired term to begin immediately and end June 30, 2025.
Economic Development and Tourism Advisory Council (EDTAC) – At-Large	Elizabeth Clark	Appt	Columbia	Unexpired term to begin immediately and end June 30, 2025.
Economic Development and Tourism Advisory Council (EDTAC) – At-Large	Suzy Morris	Appt	Cunningham	Unexpired term to begin immediately and end June 30, 2025.

DISCUSSION:	<ul style="list-style-type: none"> - JAUNT Board – Fluvanna County Representative – One position available. Unexpired term began July 1, 2022 and ends June 30, 2025. - Economic Development and Tourism Advisory Council (EDTAC) - At-Large Representative – One position available. Unexpired term began July 1, 2022 and ends June 30, 2025.
ENCLOSURES:	Candidate Applications



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Elizabeth Clark		Election <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 190 Perkins Road, Kents Store, VA 23084		Physical Address (if different)	
Years Lived in Fluvanna 18	Cell Phone – preferred? [REDACTED]	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): See attached.			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: I've been on boards for small nonprofits working in focused initiatives (e.g., a tiny multinational that aims to increase girls' middle school completion in some African countries), and worked alongside scores of strategic planning committees for nonprofits.			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Volunteer for Meals of Wheels (in VA, 2015 - 2022), God's Love We Deliver (NY, 2000-2003), and SPCA (VA, 2015 - 2022). I've been a volunteer for my children's schools, and provide pro-bono counseling on college choice, admission, and financial aid (2000 - current) to groups and families.			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: A lifelong Virginian & homeowner in Fluvanna since 2004, I'm always struck by how little known Fluvanna is -- even to those just down 64! The natural beauty, welcoming community, and favorable environment for business make it an ideal location for business. As a consultant I've worked with companies in the hospitality/tourism industries, and the changes taking place in those industries are good for Fluvanna's prospects. I love living in Fluvanna and would love to see Fluvanna become a more compelling destination for young families and entrepreneurial, civic-minded, individuals.			
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p><i>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</i></p>			
Applicant's Signature Elizabeth Clark (from file)		Date 06/13/2023	

PLEASE INDICATE BELOW THE BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Board of Equalization (BOE)
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
X	Community Policy & Management Team (CPMT)
	Economic Development Authority (EDA)
X	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team (FAPT)
	Finance Board
	Fluvanna Partnership for Aging Committee (FPA)
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
	JAUNT Board

X	Board, Commission, Committee (cont.)
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Palmyra Area Revitalization Committee (PARC)
	Parks & Recreation Advisory Board (RAB)
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)
	OTHER:

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only	
Application Received On: 2023-06-13	Application Received By: Caitlin Solis
Acknowledgement Sent: 2023-06-15	
Renewal Date:	Remarks:
Renewal Date:	
Renewal Date:	
Renewal Date:	

EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.):

The Endowment Project

Chief Development Officer, 2023 – current

The Endowment Project is a mission-driven for-profit started in March, 2023 that is developing philanthropic infrastructure – alumni and community stakeholder engagement, fundraising, and professional development – to US public secondary education. Working as operations and development partner to The Endowment Project Foundation, TEP will fundraise and make grants (and no cost to participating schools) to 10 pilot public high schools in Central Virginia in 2023, and will ultimately offer Endowment Projects to every public secondary school in the US. As Chief Development Officer, I lead in all areas of fundraising and alumni engagement, including foundation, corporate, governmental, and direct marketing and events workflows.

Wilson Clark Associates

Founder & Managing Partner, Lead Senior Consultant, 2010 - current

Results-driven strategic and marketing management consulting practice working chiefly through goal-driven, long-term engagements, often as Chief Strategy / Marketing / Revenue / Communications Officer. Strategy, DEI/JEDI, product, systems/operational, digital, marketing, & revenue, primarily for higher education / lifestyle / youth. Work for mission-driven for-profits and nonprofits advancing the common good. Representative work:

Confidential Sports tech / Fintech Company: Working in partnership with experienced founder / CEO of this early stage sport technology / financial technology company on funding, strategic & operational planning, and product; designing operational structure and business strategy for rapid growth to scale, data monetization & investor exit strategy

Confidential Division of US Armed Services: Process improvements in support of DEI / JEDI initiatives

Institute for Advanced Studies in Culture at UVA: IASC researches disruptive cultural change globally and clarifies and contextualizes potential leadership response. Among 75+ recent fellows: Garnette Cadogan, Matthew B. Crawford, Anna Marazuela Kim, Angel Adams Parham, Isaac Ariail Reed, Tomáš Sedláček, and Olivier Zunz. Working in support of elevated profile for IASC, profiles including: CBS Mornings, CBS Sunday Morning with Ted Koppel, France Télévisions, Le Figaro, Newsweek, Vogue Japan, Wall Street Journal; other important institutional profile initiatives include: audiobook/ebook/POD publishing, promotion, & distribution; speakers' bureau; other thought leadership and partnership initiatives.

Royall & Company (now trading as EAB Enrollment, eab.com)

Chief Strategy Officer, 1999 – 2010; Creative Director, 1994-99; Associate Creative Director, 1993-94

From 1993 and alongside Bill Royall, built and led this full-service marketing and management consulting firm to industry dominance and sale to private equity in 2008. R&C improved peoples' lives through our clients' successes, expanding access to American higher education and

building a system to support greater equality of opportunity. Our mission, 94% year-to-year client retention, industry-leading and - transforming product development, and a unique data asset were significant factors in the high (14X EBITDA) valuation, achieved through a highly competitive process. Our growth was sustainable with 2 further recapitalizations at ~\$850MM, \$1.6B. Key leadership roles: building and leading functional divisions, product management, new market development, partnerships, mergers & acquisitions, sales, and multi-disciplinary initiatives including a corporate reorganization that turbo-charged our mid-stage growth. Our proprietary data warehouse was continuously informed by billions of instances of student behavior & decision-making within live digital campaigns, enhanced by detailed outcomes and performance data. Among our over 400 higher education clients: Brown, Caltech, Hampden-Sydney, MIT, Northeastern, University of Chicago, University of Minnesota-Twin Cities, VMI, Yale

Commonwealth of Virginia, Hon. L. Douglas Wilder

Editor of Commonwealth Publications, Assistant for Clemency, 1990-93

Various posts concluding as Editor of Commonwealth Publications, in administration of USA's first Black governor, Hon. L. Douglas Wilder. As Gov. Wilder's Assistant for Clemency, I secured a simple pardon for a wrongly convicted person using then-newly admissible DNA evidence, resulting in his release from prison. I also edited a book, *Compacts of Virginia*, and hosted events: Southern Governors' Association; Visiting African Heads of State; Clinton Advance Team

Campaign to Elect L. Douglas Wilder, Policy Writer, 1989.

Left college (SJC) to be part of this historic campaign. Research / position papers, including primary text and original research. My research and recommendations shaped Governor Wilder's policy toward nonviolent young offenders

Education

Georgetown University: MBA, International Business Administration; in-country consulting projects in Merida, Mexico (tourism); Delhi, India (VSAT/telecom)

Virginia Commonwealth University: BA, English

St. John's College (MD): Classics / Great Books

Selected Presentations and Publications

ASC and WCA

"Gainesville Thriving Project Phase One Report." Ty Buckman, Elizabeth Clark, Ed Hesecke. *Advanced Studies in Culture*, 2022.

"Data-driven Strategic Personas: what they are & how to use them to drive results." Wilson Clark Associates, 2022.

Investor's Update: 2022. *Advanced Studies in Culture*, 2022.

Royall/EAB (selected; typically 5-10/yr)

"Critical Enrollment Management Strategies in Changing Times." National Association of College Admission Counseling (NACAC), Baltimore, MD. September 24, 2009.

"Improving Student Academic Profile and Increasing Net Revenue Through Enrollment Marketing." National Institute for Chief Academic Officers and Chief Financial Officers, Philadelphia, PA. November 6, 2007.

"Increasing Access to College for Under-represented Minorities." Richmond, VA. 2006.

"Latino Student Populations: Demographics, College Choice, and Matriculation." Richmond, VA. 2004.

Professional Development

Organizational Leadership in Diversity, Equity, and Inclusion in Organizations,
Rice University

Ethical Leadership, Notre Dame University

Removing Barriers to Change, University of Pennsylvania, Wharton School of Business

Strategic Management and Innovation, Copenhagen Business School

Corporate Strategy, University of London School of Management

Scaling Operations: Linking Strategy and Execution, Northwestern University, Kellogg School
of Management

Game Theory, Stanford University

Data Science: Foundations using R, Johns Hopkins University, Data Science Lab

Elizabeth Clark

190 Perkins Road, Kents Store, Virginia, USA

Summary

Results-driven and highly collaborative senior executive with track record of rapidly advancing mission-driven for-profits and nonprofits. Unique combination of expertise in leading growth and change in US K12 and higher education, marketing and development, innovative pathways to revenue growth, and partnerships and collaborations with government, nonprofit, and private industry.

Experience

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The Endowment Project is a mission-driven for-profit started in March, 2023 that is developing philanthropic infrastructure – alumni and community stakeholder engagement, fundraising, and professional development – to US public secondary education. Working as operations and development partner to The Endowment Project Foundation, TEP will fundraise and make grants (and no cost to participating schools) to 10 pilot public high schools in Central Virginia in 2023, and will ultimately offer Endowment Projects to every public secondary school in the US. As Chief Development Officer, I lead in all areas of fundraising and alumni engagement, including foundation, corporate, governmental, and direct marketing and events workflows.

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Commonwealth of Virginia, Hon. L. Douglas Wilder

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"Gainesville Thriving Project Phase One Report." Ty Buckman, Elizabeth Clark, Ed Hesecke. Advanced Studies in Culture, 2022.

"Data-driven Strategic Personas: what they are & how to use them to drive results." Wilson Clark Associates, 2022.

Investor's Update: 2022. Advanced Studies in Culture, 2022.

Royall/EAB (selected; typically 5-10/yr)

"Critical Enrollment Management Strategies in Changing Times." National Association of College Admission Counseling (NACAC), Baltimore, MD. September 24, 2009.

"Improving Student Academic Profile and Increasing Net Revenue Through Enrollment Marketing." National Institute for Chief Academic Officers and Chief Financial Officers, Philadelphia, PA. November 6, 2007.

"Increasing Access to College for Under-represented Minorities." Richmond, VA. 2006.

"Latino Student Populations: Demographics, College Choice, and Matriculation." Richmond, VA. 2004.

Professional Development

Organizational Leadership in Diversity, Equity, and Inclusion in Organizations,

Rice University

Ethical Leadership, Notre Dame University

Removing Barriers to Change, University of Pennsylvania, Wharton School of Business

Strategic Management and Innovation, Copenhagen Business School

Corporate Strategy, University of London School of Management

Scaling Operations: Linking Strategy and Execution, Northwestern University, Kellogg School of Management

Game Theory, Stanford University

Data Science: Foundations using R, Johns Hopkins University, Data Science Lab

Service and Personal

Advisory & developmental leadership to organizations and individuals working toward the common good; pro bono counseling on college choice and admission; strategic financial development for early-stage female political candidates; wife; stepmom to 3 adults; sportsmom to history-obsessed 14 YO; yoga, swimming, dogs, gardens, writing



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Applicants are considered as vacancies occur and your application will be kept on file for three years.

Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services. Before completing the application, please review the membership requirements for the Board, Commission, or Committee for which you are interested. Applicants who do not meet membership requirements will not be put forward for consideration.

Name: <i>Sandra Forstbauer Morris</i> <i>"Suzy"</i>	Election <input type="checkbox"/> Columbia <input checked="" type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience. You may also provide a resume/CV.): <i>attached</i>	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: <i>attached</i>	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): <i>attached</i>	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: <i>attached</i>	



Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

**PLEASE INDICATE BELOW THE BOARDS, COMMISSIONS, OR COMMITTEES (BCC)
ON WHICH YOU WISH TO SERVE.**

X	BCC	X	BCC	X	BCC
X	Agricultural/Forestral District Advisory Committee		Finance Board		Piedmont Virginia Community College (PVCC) Board
	Board of Equalization (BOE)	X	Fluvanna Partnership for Aging Committee (FPA)	X	Planning Commission (PC)
	Board of Zoning Appeals (BZA)		Fork Union Sanitary District (FUSD) Advisory Committee		Region Ten Community Services Board
	Building Code of Appeals Board		James River Water Authority (JRWA)		Rivanna River Basin Commission
	Central Virginia Regional Jail (CVRJ) Authority		JAUNT Board	X	Social Services Board
	Columbia Task Force (CARE)		Jefferson Area Board of Aging (JABA) Advisory Council	X	Thomas Jefferson Planning District Commission (TJPDC)
	Community Policy & Management Team (CPMT)		Jefferson Area Board of Aging (JABA) Board of Directors		Thomas Jefferson Water Resources Protection Foundation
	Economic Development Authority (EDA)		Library Board of Trustees		
X	Economic Develop. & Tourism Advisory Council (EDTAC)		Monticello Area Community Action Agency (MACAA)		
	Family Assessment and Planning Team (FAPT)		Parks & Recreation Advisory Board (RAB)		

Submit by email (clerk@fluvannacounty.org) or mail to:

County of Fluvanna, Attention: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963

By signing below you are indicating that you have read and understand the Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.

In accordance with Virginia Code §2.2-3705.1, by submitting this application, it is presumed that you are providing your personal contact information to be used for communicating with the County, and unless otherwise indicated by you, your personal contact information will not be shared publicly.

Applicant's Signature (Typing name below serves as digital signature)		Date	
<i>Dandra Forstbauer (Duzy) Morris</i>		11/03/2022	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
<i>6840 Thomas Jefferson Parkway Palmyra, Virginia 22963 (Quaintlea)</i>			
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
<i>80 as of 12/05/2022</i>	[REDACTED]	[REDACTED]	[REDACTED]

Office Use Only

Application Received On:		Application Received By:	
Acknowledgement Sent:			
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

SANDRA FORSTBAUER MORRIS

Ouaint Lea Farm
6840 Thomas Jefferson Pkwy
Palmyra, Virginia 22963

EDUCATION

10 year Postgraduate Professional license 7/1/2019 - 6/30/2029
 Child abuse recognition and intervention
 Emergency first aid, CPR and AED training
 Dyslexia awareness training

- 1970 - 2019 University of Virginia, Virginia Commonwealth University (courses, seminars, and institutes which update materials, methods, and information; and which add endorsements in biology, Director of Instruction, General Supervisor, and Secondary Supervisor) Spanish PREK -12
 French PREK -12
- 1969 University of Virginia, M.Ed. in the Teaching of Spanish
 Charlottesville, Virginia
- 1965 College of William & Mary, B.A. Modern Foreign Languages (Spanish & French)
 Williamsburg, Virginia

Foundation for Teaching Economics - Environment and the
 Economy 2008

Principals' Institute - Longwood 2001

Commonwealth of Va. Office of Emergency Medical Services
 "Mass Casualty Incident Management Module I 2004

VMFA - multiple summer institutes and classes

CPR AED certification 2015 - 2017

CPR AED certification 2017 - 2019

PROFESSIONAL EXPERIENCE

- 1993 - 1996 Transportation/Foreign Language Facilitator, Fluvanna County Public Schools
SOL facilitator, Spanish teacher
- 1976 - 2019 Teacher in Fluvanna County High School, Palmyra, Virginia. Subjects taught include Spanish levels I-V, earth science, and reading remediation, *foreign language exploratory, biology, life science, astronomy and ecology.*
- 1966 - 1976 Teacher in Fluvanna County High School, Carysbrook, Virginia. Subjects taught include biology and Spanish levels I-III.
- 1965 - 1966 Teacher at Columbia District Elementary School, Palmyra, Virginia. Taught all subjects to grades 4 and 5 in a self-contained classroom.
- 1964 - 1965 Student teacher at James Blair High School, James City County.
- 1963 - 1964 House President of Ludwell Apartments at the College of William & Mary, Williamsburg, Virginia.

LEADERSHIP & SERVICE

BOARDS/COMMISSIONS/COMMITTEES/MEMBERSHIPS/
CIVIC ACTIVITIES

- ~~1970-1972~~ Human Relations Council for Fluvanna County Schools - designated teacher representative
- Project High - One of original six team members - to prepare lifelong learners
- Parent Advisory Board
- Virginia State 4-H Horse Show - State staff member
- Fluvanna Co. Farm Bureau BOD 1991-1994 and member to present
- Host Family - 4-H International Exchange Program, 1983
- 4-H Club - Adult leader
- Coordinator for free lunches and free textbooks
- Peer Tutoring Program
- Visiting Committee at Gretna Junior High School, Gretna, Virginia - Chairperson
- Self-Study - Fluvanna County High School
- 1967-68 Foreign Languages and Science Committee - Member
- 1978-79 Foreign Languages - Chairperson
Curriculum Committee - Member
- 1991-1992 Foreign Languages and School and Community Committee Chairperson

LEADERSHIP/SERVICE/BOARDS/COMMISSIONS/ COMMITTEES/MEMBERSHIPS/ CIVIC ACTIVITIES

Foreign Language Curriculum Guide - Chairperson

Curriculum Study Committee - Member

Textbook Selection Committees

Foreign Languages - Chairperson

Science - Committee member

Foreign Languages Department Head 1966-1990[†]

Annual Foreign Language - International Dinner and Entertainment - Originator, coordinator, and hostess.
600+ attendees

Annual Foreign Language trips to Washington, D.C. - Originator, coordinator, guide, and lecturer.
6 commercial buses

Open Door Student Exchange - School contact person, 1970-2010

Global Awareness Day - School contact person.

After School Detention Coordinator, 1986[†]

Foresee (gifted) Programs - Volunteer resource person and guest presenter.

Reading Remediation - Instructor

Foreign Languages Six Year Plan Committee - Chairperson and writer

Preparation of Annual Budget for Foreign Languages Department - Coordinator
State Selection Commi Hee - Governor's Spanish Academy
Student Teacher Program with University of Virginia - Supervising Teacher

Annual School Plan Committee - Member

School Calendar Committee - Member

Science Ace Coach

Senior class, graduation committee, prom committee, yearbook, newspaper, interpretative dance, senior play, Miss Fluvanna, band boosters, Foreign Language Club, freshman class, and senior trip - Sponsor, coordinator, or director.

Leadership, service, civic activities, memberships —

Fluvanna Education Association - Secretary-treasurer, and faculty representative

Virginia Education Association life member—delegate multiple times through 2015

National Education Association life member

Sigma Delta Pi - Spanish

Kappa Delta Pi

Modern Language Association of Virginia

American Council of Teachers of Foreign Language

Fluvanna Historical Society — life member

Annual Virginia State Foreign Language Conference

Presenter - 1990 "Celebrating Foreign Languages in Our Schools."

Spanish Institute - University of Virginia.

Virginia Commonwealth University Seminar

Virginia Grant for the Humanities (One of twenty selected teachers)

National Endowment for the Humanities - UVA Institute, 1992 (One of twenty selected nationally)

1988 - Governor's Spanish Academy - Visiting teacher representing selected teachers of advanced level Spanish.

1990 - Commonwealth of Virginia Seminar on Europe College of William and Mary - County teacher representative

Mastery Teaching Training - Madeline Hunter

Cooperative Learning - Susan Kovalik and Ann Ross

Integrated Thematic Instruction - Susan Kovalik and Ann Ross

Leadership, service, civic activities, memberships

Fluvanna Heritage Forum 1999 - one of 200 participants

FLDP 2003-2004 first class

FLDP 2016-2017 Class 14 - Leadership class spokesperson
April 10, 2017

FLDP Steering Committee 2017-2021

FLAG 2019 to present

FLDP - class 14 project - art, artisan, wine trail -
continued work - contacts with Sherril Smith
Executive Director of Artisans Center of Va. -
met in Appomattox, Va, May 2017.
Worked to resolve SLP issue for small
studios (\$800) 10/17, 2018

FSPCA Board of Directors 2015 - present

Fluvanna Art Association 2018, 2019

Fluvanna Co's Animal Response Team Plan - 2014

Enhancing Equity Task Force FCPS 2020 - present

Standards of Quality Comprehensive Plan Committee
FCPS 2014 - 2018

FCPS Springboard 2014, 2015

Project Wild - environmental responsibility 2016

Reasons for wanting to serve Fluvanna County:

I love our unique Fluvanna County which still exhibits the rural character and quality of life valued by both natives and those who have come here. At almost 80, I span the ages, have seen many changes, traveled, always returned home to Fluvanna, worked with the public as an educator here for 54 years, kept informed of major county issues, interacted with diverse members of our population, run for BOS in 1999, viewed the buildout of Lake Monticello next to our working farm, watched the JRWA at work, seen the additions to Pleasant Grove, continued to work for a wine/art/artisan trail, enjoyed painting and writing about Fluvanna "things" - I'm proud to be one of the native Fluvannians left and will always be a Fluco! I care about people and, therefore, have an obligation to advocate for long range future plans with adequate compatible businesses and infrastructure for the place we, the people, live. I want to help plan for the future needs of the county and its citizens in a way which ensures that

future generations can still share a natural environment and quality of life from which we all benefit.

Sandra F. (Suzy) Morris

PERSONAL INTERESTS

People
Learning
Challenges
Art and artists
Gardening
Fishing
Nature
Environment
Languages
Diverse Cultures

Painting and drawing
Cattle and horses
Farming
Science
Social Studies
Current events
International affairs.
Communication
Old homes and antiques
writing - environment,
nature, animals I have
known



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Iscella Wittich		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input checked="" type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 17 Barefoot Ln. Palmyra VA 22963		Physical Address (if different)	
Years Lived in Fluvanna 25	Cell Phone – preferred? [REDACTED]	Home Phone – preferred? [REDACTED]	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): Graduate Eastern Michigan University--1957 Elementary school teacher- 2 years Retired --U.S. Custom Service-19 years--1998. Acting Division Director 1 1/2 years--Field Operations. Branch Chief 5 years. Keynote speaker numerous Custom House Broker Association meetings. Assigned 5 month solo detail New York City specific mission. Accomplished.			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): President--National Association Employees & Federal Retirees--Central Virginia Region--4 years Volunteer Alzheimer's Association--Captain Walk Team; Lead, Fluvanna County Library , Chat Cafe, 3 years; Keynote Speaker at Walk to Cure Alzheimer's 2015, Charlottesville. Church Board Member--4 years, Trustee member--3 years--St. Stephen's United Methodist church, Burke, VA--1990s-1998. Church Lay Leader, Palmyra United Methodist Church, Palmyra, VA 2007-2022. President United Methodist Church 4 years. Volunteer Weekend Meals on Wheels--Inventory			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: JAUNT was a life-saver for my beloved husband and myself during his dementia journey. There are many others in need of JAUNT for transportation to work, education, appointments, or socialization. There are so many opportunities ! By my filling the vacant position on Fluvanna's Jaunt Board, I believe positive things will be accomplished to bring a brighter future for both the citizens of Fluvanna County and JAUNT.			
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p><i>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</i></p>			
Applicant's Signature Iscella Wittich (from file)		Date 06-15-2023	

PLEASE INDICATE BELOW THE BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Board of Equalization (BOE)
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team (FAPT)
	Finance Board
	Fluvanna Partnership for Aging Committee (FPA)
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
X	JAUNT Board

X	Board, Commission, Committee (cont.)
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Palmyra Area Revitalization Committee (PARC)
	Parks & Recreation Advisory Board (RAB)
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)
	OTHER:

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only		
Application Received On:	2023-06-15	Application Received By: Caitlin Solis
Acknowledgement Sent:	2023-06-15	
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		

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

TAB F

MEETING DATE:	July 5, 2023				
AGENDA TITLE:	Dogs Running at Large Ordinance				
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				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Informational				
TIMING:	Routine				
DISCUSSION:	There has been much discussion from residents and representatives of the Sheriff's Office over the years for a Dogs Running at Large ordinance, while trying to find a balance for all residents in the community. Currently, Fluvanna County only has a dogs running at large ordinance applicable to the Lake Monticello subdivision, which at minimum needs to be updated to reflect the correct magisterial districts representing Lake Monticello. Draft model ordinances from other localities are included as drafts for discussion.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Fluvanna County Code - Sec. 4-2-2. - Running at large in Lake Monticello subdivision. • Louisa County Code - Sec. 14-28. Dogs not to be off owner's premises except when under control; enforcement. • Warren County Code – Sec. 66-28. Running at large and running at large in a pack prohibited. 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X

Sec. 4-2-2. - Running at large in Lake Monticello subdivision.

The running at large of all dogs at any time is hereby prohibited within the confines of Lake Monticello subdivision, in the Cunningham magisterial district of the County.

For the purposes of this section a dog shall be deemed to run at large while roaming, running or self-hunting off the property of its owner or custodian and not under its owner's or custodian's immediate control; provided, however, that no dog shall be deemed to be running at large in violation hereof if it shall be engaged in lawful hunting outside of such subdivision under the direction of its owner or custodian and shall thereafter stray into such subdivision; provided, that such owner or custodian shall place such dog under his immediate control within a reasonable time.

Any person who permits his dog to run at large shall be subject to a fine of not more than \$100.00.

(Comp. 1974, ch. 4; Ord. 8-4-86; Ord. 11-18-15)

State Law reference— Authority of County to prohibit dogs running at large, see Code of Va., § 3.2-6538.

Sec. 14-28. Dogs not to be off owner's premises except when under control; enforcement.

- (a) It shall be unlawful for any dog in this county to run at large at any time. It shall be the duty of the animal control officer to enforce the provisions of this section.
- (b) For the purpose of this section, a dog shall be deemed to be "running at large" while roaming or running off the property of its owner or custodian and not under its owner's or custodian's immediate control; provided, that no dog shall be deemed to be running at large in violation of this section if it shall be engaged in lawful hunting or training for hunting under the direction of its owner or custodian and shall thereafter stray from lawful hunting or training for hunting; or if the dog shall be engaged to assist farming activity, which is defined as raising, managing and using agricultural animals to provide food, fiber, or transportation, provided, that such owner or custodian shall place such dog under his immediate control within a reasonable time.
- (c) A violation of this section may result in such dog being taken into possession by the animal control officer and returned to the owner with a written warning.
- (d) A habitual offender, three or more violations within two years, will result in a \$100.00 fine.
- (e) A violation within two years of receiving the fine will result in a court summons pursuant to Louisa County Code section 14-51 for an unlawful act that constitutes a Class 4 misdemeanor.

(Res. of 4-6-15(2015-87), Att.(§ 14-208); Res. of 5-2-22(2022-9), Att.)

State law reference(s)—Code of Virginia, § 3.2-6538 and § 3.2-6539.

§ 66-28. Running at large and running at large in a pack prohibited. [Amended 1-19-2021]

It shall be unlawful for any dogs to run at large at any time within Warren County as designated by ordinance, except when in immediate control of the owner or custodian of such animal. A dog shall be deemed to "run at large" while roaming or running or off the property of its owner or custodian and not under its owner's or custodian's immediate control. However, a dog shall not be considered "at large" if during the hunting season it is on a bona fide hunt in the company of a licensed hunter or during field trials or training periods when accompanied by its owner. A dog shall be deemed to be "running at large in a pack" if it is running at large in the company of one or more other dogs that are also running at large.

§ 66-29. Violations and penalties. [Amended 8-21-2012; 1-19-2021]

- A. Any person who permits his dog, of which he has ownership or custody, to run at large or unrestricted shall be deemed to have violated the provisions of this article and shall be punished as a Class 4 misdemeanor in accordance with the Code of Virginia and shall be subject to fines in accordance with § 66-16. In order to prepay the fine, such person must pay to the Warren County General District Court, no later than five business days prior to the court date, both a fine of \$50 and a court processing fee as determined by the Warren County General District Court.
- B. The owner or custodian of any dog found while running at large in a pack shall be subject to a civil penalty in the amount of \$100 per dog so found.

§ 66-30. Issuance of summons or warrant.

The magistrate or other officer authorized to issue criminal warrants and summonses may issue such warrant or summons for a violation of this article upon complaint of any person, which complaint is supported by examination under oath of the complainant or other witnesses in accordance with § 19.2-72, et seq., Code of Virginia 1950, as amended.

§ 66-31. Procedure upon observation of dog or dogs in violation. [Amended 10-18-2011; 8-21-2012; 1-19-2021]

Upon personal observation of the Animal Control Officer, any dog running at large or running at large in a pack or unrestricted in violation of this article whose owner(s) or custodian(s) the Animal Control Officer is not able to ascertain immediately may be impounded by the Animal Control Officer and confined in a pound or enclosure maintained in accordance with the guidelines issued by the Department of Agriculture and Consumer Services, such confinement and subsequent disposition of such animal to be as provided for in the Code of Virginia.

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

TAB G

MEETING DATE:	July 5, 2023				
AGENDA TITLE:	2023 General Assembly Update				
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):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Information only				
TIMING:	Routine				
DISCUSSION:	The County Attorney's Office will review the legislation from the 2023 General Assembly that affects Fluvanna County.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

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

TAB H

MEETING DATE:	July 5, 2023				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors June 7, 2023 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday June 21, 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 June 21, 2023.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Fluvanna County Library
214 Commons Blvd, Palmyra, Virginia 22963
June 21, 2023
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 (*entered meeting at 7:07pm*)
Chris Fairchild, Cunningham District

ABSENT:

None.

ALSO PRESENT:

Eric M. Dahl, County Administrator
Kelly Harris, Assistant County Administrator
Dan Whitten, County Attorney
Fred Payne, Special Deputy County Attorney
Caitlin Solis, Clerk for the Board of Supervisors

1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE

At 7:02pm, Chair Booker called to order the Regular Meeting of June 21, 2023. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

Mr. Dahl requested moving *Resolution Recognizing Trey Robert Daniel Houseknecht – Eagle Scout* after Retirement Recognition of Frederick W. Payne, County Attorney.

MOTION:	Accept the Agenda, for the June 21, 2023 Regular Meeting of the Board of Supervisors, as amended.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Second			Motion
VOTE:	Yes	Yes	Yes	Absent	Yes
RESULT:	4-0				

SPECIAL PRESENTATION

A Resolution Honoring Cecil L. Cobb

The Board of Supervisors adopted a resolution honoring the late Cecil L. Cobb.

MOTION:	Adopt “A RESOLUTION HONORING CECIL LOUIS COBB.”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Absent	Yes
RESULT:	4-0				

Retirement Recognition of Frederick W. Payne, County Attorney

The Board of Supervisors adopted a resolution recognizing and honoring Mr. Payne’s retirement.

MOTION:	Adopt, “A Resolution Recognizing and Honoring the Retirement of Frederick W. Payne, County Attorney.”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:			Motion	Second	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Resolution Recognizing Trey Robert Daniel Houseknecht – Eagle Scout – Eric Dahl, County Administrator

The Board of Supervisors adopted a resolution recognizing Trey Robert Daniel Houseknecht for Award of Eagle Scout Status.

MOTION:	Adopt the resolution entitled “Recognizing Trey Robert Daniel Houseknecht for Award of Eagle Scout Status.”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Motion		Second	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Board of Supervisors Minutes

4 - COUNTY ADMINISTRATOR'S REPORT

Mr. Dahl reported on the following topics:

Announcements and Updates - New Employees

- Mallory Higginbotham, Department of Social Services, Family Services Specialist I, Started June 12th

Announcements and Updates – Library Events

- Summer Reading is off to a GREAT start!
- Over 360 people came to see the Mini Menagerie Petting Zoo and Farm crafts
- Taiko Japanese Drumming was a loud show with over 120 people.
- The Library also had several workshops for all ages and fun! Tie Dye, Moon Beaded Wind chimes and Cardboard Box Drive-in Movie, and more!

Rivanna River Company in Fluvanna

- On June 10, Rivanna River Company launched their first trip down the Rivanna River in Fluvanna County.
- Patrons met at EW Thomas and were shuttled to the Crofton Boat Ramp to begin their 6.5 mile trip to the Palmyra Boat Landing. Rivanna River Company staff were on site to collect kayaks and equipment.

Spotlight on Business - Palmyra Arts Fest

- Held June 10th from 10 to 4 in the Palmyra Village
- Record turnout was reported with:
 - 538 Attendees
 - 25 Local Artisans
 - 3 Food Trucks
 - 2 Musicians
- Fluvanna Library handed out free craft kits

Next BOS Meetings

Day	Date	Time	Purpose	Location
Wed	Jul 5	5:00 PM & 7:00 PM	Regular Meeting	Library
Wed	Aug 2	5:00 PM	Regular Meeting	Performing Arts Center
Wed	Aug 16	5:00 PM	Regular Meeting	Performing Arts Center

5 - PUBLIC COMMENTS #1

At 7:24pm, Chair Booker opened the first round of Public Comments. With no one wishing to speak, Chair Booker closed the first round of Public Comments at 7:24pm.

6 - PUBLIC HEARING

ZMP 23:02 Renaud Consulting – Douglas Miles, Director of Community Development

ZMP 23:02 Renaud Consulting – A rezoning request to conditionally rezone from A-1, Agricultural, General and I-1, Industrial, Limited to the B-1, Business, General Zoning District with respect to 4.7 +/- acres of Tax Map 5 Section A Parcels 48, 51, part of 52 and part of 53; Tax Map 5A Section 1 Parcel L2 and Tax Map 5A Section 2 Parcels L1 and L1A. The subject properties are located in the southwest quadrant of Richmond Road (Route 250) and James Madison Highway (Route 15) in the Zion Crossroads Community Planning Area and the Columbia Election District.

Wawa Site Landscaping and Screening

- The Wawa Landscaping Plan specifically meets Zoning Ordinance requirements as they relate to:
- Screening of parking areas from public roadways with shade trees, ornamental shrubs and materials to retain a more rural-suburban commercial design.
- Dumpster and Recycling enclosure area shall be screened by materials compatible with principal structure such as manufactured stone and brick.
- Welcoming gateway site design via landscaping, screening and the architectural building elevations as you enter into Fluvanna County along Route 15.

B-1 Proffers: Excluded B-1 Land Uses

B-1 Zoning by right land uses excluded:

Public recreational assembly, sheltered care facilities, assisted living facilities, Auction houses, Boarding houses, Commercial cemeteries, Flea markets, parking facilities as a principal use, Recreational vehicle sales and Self-storage facilities.

B-1 Zoning by SUP land uses excluded:

Adult entertainment establishments, Adult retail stores, Dormitories, Halfway houses, Lumberyards, Manufactured homes sales, Outdoor entertainment, gatherings and recreational facilities, Railroad facilities and Transportation facilities.

Board of Supervisors Minutes

B-1 Zoning District Permitted Land Uses

B-1 Zoning District: Outparcel permitted Land uses:

Daycare center; financial institution (bank) and pharmacy use with drive-thru lanes; gas station; medical outpatient office; and retail store uses to include neighborhood convenience stores and delis like the proposed Wawa store at this site location.

Additional B-1 Zoning District permitted Land uses:

Bakery, Brewpub, Corporate offices, Event facility, Restaurant, Fine arts studio, and Retail store uses.

Compliance with Comprehensive Plan

- Zion Crossroads Community Plan it states that Zion Crossroads is poised to become the new center of industry and commerce for Fluvanna County. The location in relation to the new site infrastructure and road improvements at intersection of Route 250 and Route 15 makes logical sense for business uses.
- The proposed construction of a Wawa convenience store is consistent and in compliance with the 2015 Comprehensive Plan. Along with the applicant’s proffered conditions there will be a new, welcoming gateway into Fluvanna County in Zion Crossroads.

At 7:52pm, Chair Booker opened the Public hearing. With no one wishing to speak, Chair Booker closed the first round of Public Comments at 7:52pm.

MOTION:	Approve ZMP 23:02 a rezoning request to conditionally rezone from A-1, Agricultural, General and I-1, Industrial, Limited to the B-1, Business, General Zoning District with respect to 4.7 +/- acres of Tax Map 5 Section A Parcels 48, 51, part of 52 and part of 53; Tax Map 5A Section 1 Parcel L2 and Tax Map 5A Section 2 Parcels L1 and L1A along with the proffers dated April 3, 2023. <u>B-1 Zoning by right land uses excluded:</u> Public recreational assembly, sheltered care facilities, assisted living facilities, Auction houses, Boarding houses, Commercial cemeteries, Flea markets, parking facilities as a principal use, Recreational vehicle sales and Self-storage facilities. <u>B-1 Zoning by SUP land uses excluded:</u> Adult entertainment establishments, Adult retail stores, Dormitories, Halfway houses, Lumberyards, Manufactured homes sales, Outdoor entertainment, gatherings and recreational facilities, Railroad facilities and Transportation facilities.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Second			Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

7 - ACTION MATTERS

None.

7A – BOARDS AND COMMISSIONS

None.

8 – PRESENTATIONS

Sheriff’s Office Recruitment, Retention, and Salary Increase – Eric Hess, Sheriff

Sheriff Hess presented a proposal for more competitive funding for deputies to help recruit talent and prevent deputies from leaving Fluvanna for better paying localities.

- After some discussion the Board asked staff to come back with some cost estimates at a future meeting.

Open Meeting Requirements under the Virginia Freedom of Information Act – Dan Whitten, County Attorney
 Facts of the Virginia Supreme Court Case *Gloss v. Wheeler* (May 18, 2023)

- The day after George Floyd protests took place in the county, on May 31, 2020, five members of the Prince William County Board of Supervisors attended a police Citizens Advisory Board meeting.
- A few of the Board members participated in the meeting and a Board member made a request to the police chief for a copy of a report after the police chief made a presentation.
- Two county residents claimed the meeting violated FOIA open meeting requirements since there was never any notice of the meeting.

Legislative History of the *Gloss v. Wheeler*

- Two county residents filed a petition in Circuit Court for injunctive and mandamus relief and recovery of costs and attorney fees.
- The Circuit Court dismissed the lawsuit after concluding the gathering did not constitute a meeting under FOIA.
- The Supreme Court reversed and remanded the case back to Circuit Court.

Board of Supervisors Minutes

Supreme Court Decision in *Gloss v. Wheeler*

- The Court determined that part of the purpose of the meeting was the discussion of public business of the Board of Supervisors, and such business was actually discussed at the meeting.
- Since there is not a definition of “public business” under FOIA, the Court determined that public business “must not just be just be something that conceptually could at some point come before a public body, but rather, the topic must be something that is either before the public body or is likely to come before the body in the foreseeable future”.
- The County actually held an emergency meeting later that afternoon where the same topics were discussed, but proper notice was given for the later meeting.
- Therefore, the Court held the gathering was a meeting, but the meeting did not comply with the open meeting requirements under FOIA.

Virginia Code Definition of Meeting

- Meeting definition under Virginia Code § 2.2-3701: “‘Meeting’ or ‘meetings’ means the meetings including work sessions, when sitting physically, or through electronic communication means pursuant to § 2.2-3708.2 or 2.2-3708.3, as a body or entity, or as an informal assemblage of (i) as many as three members or (ii) a quorum, if less than three, of the constituent membership, wherever held, with or without minutes being taken, whether or not votes are cast, of any public body”.
- Therefore, any assemblage of three or more members of the Board of Supervisors at which public business is discussed is considered a meeting.
- The meeting definition applies regardless of whether there is a formal agenda or votes taken.

Virginia Code Exceptions to Definition of Meeting under Virginia Code § 2.2-3701

- Exception #1: “at any place or function where no part of the purpose of such gathering or attendance is the discussion or transaction of any public business, and such gathering or attendance was not called or prearranged with any purpose of discussing or transacting any business of the public body.”
- Exception #2: “at a public forum, candidate appearance, or debate, the purpose of which is to inform the electorate and not to transact public business or to hold discussions relating to the transaction of public business, even though the performance of the members individually or collectively in the conduct of public business may be a topic of discussion or debate at such public meeting”

Examples under Exception #1

- Examples of events where three or more members of the Board can assemble as long as there is no discussion or transaction of public business.
 - o Social events
 - o Conferences
 - o Political parties

Virginia Code Notice Requirements for a Meeting

- § 2.2-3707 Requirements
 - o Every public body shall give notice of the date, time, and location of the meeting.
- -Post on the official public government website.
- -Place notice in a prominent public location at which notices are regularly posted
- -Placing such notice at the office of the clerk of the public body or, in the case of a public body that has no clerk, at the office of the chief administrator
 - o The notice shall be posted at least three working days prior to the meeting.
 - o Notice, reasonable under the circumstance, of special, emergency, or continued meetings shall be given contemporaneously with the notice provided to the Board members.

Board of Supervisors Minutes

Zion Crossroads Water and Sewer System Project Costs – Eric Dahl, County Administrator

Mr. Dahl provided the Board with an update to the original Phase 1 Zion Crossroads water and sewer system and west waterline extension including total funding for each project component, costs to date for each project component, and estimated future costs for each project component.

DESIGN RELATED SERVICES	ZXR Original - Ph 1	ZXR West Ext - Ph 2
Preliminary Engineering Report (PER)	\$ 46,000	\$ -
PER Validation	\$ 22,550	\$ -
Geotechnical Engineering	\$ 49,800	\$ 17,745
Bidding Services	\$ 19,320	\$ -
Permitting	\$ 4,590	\$ -
Design	\$ 482,835	\$ 104,594
Aerial Surveying	\$ 34,560	\$ -
Ground Surveying	\$ 92,000	\$ 47,760
Real Estate Acquisition Services	\$ 124,707	\$ -
Land / Right of Way Acquisition - Fee Simple/Easements	\$ 549,207	\$ -
Wetland Mitigation Credits	\$ 24,300	\$ -
Legal	\$ 309,697	\$ -
Litigation	\$ 66,453	\$ -
Local Costs of Issuance	\$ 33,234	\$ -
Advertising & Postage	\$ 371	\$ -
Subtotal	\$ 1,859,623	\$ 170,099
CONSTRUCTION PHASE SERVICES		
Construction Administration/Inspection/Design Changes	\$ 899,785	\$ -
Waterworks Operations Plan	\$ 53,250	\$ -
Subtotal	\$ 953,035	\$ -
CONSTRUCTION		
Elevated Water Storage Tank	\$ 2,016,198	\$ -
Water Booster Station/ Wastewater Pump Station	\$ 1,909,340	\$ -
Water Main/ Wastewater Force Main	\$ 4,715,822	\$ -
SCADA	\$ 271,377	\$ -
Utilities - Misc	\$ 60,212	\$ -
Subtotal	\$ 8,972,949	\$ -
TOTAL PROJECT EXPENDITURES TO DATE	\$ 11,785,606	\$ 170,099
SOURCE OF FUNDS		
General Fund - Original Project - Ph 1	\$ 831,640	\$ -
VRA 2017 Proceeds	\$ 8,612,579	\$ -
VRA 2017 Interest	\$ 400,214	\$ -
VRA 2020 Proceeds	\$ 2,329,791	\$ 500,000
VRA 2020 Interest	\$ 46,547	\$ -
DEQ Funding - Engineering	\$ -	\$ 200,000
DEQ Funding - Construction	\$ -	\$ 800,000
TOTAL FUNDING	\$ 12,220,771	\$ 1,500,000
REMAINING FUNDING	\$ 435,165	\$ 1,329,901
EST. PROJECT COMPLETION COST	\$ 300,000	\$ 3,250,529
VDH - BIL Grant Submitted		\$ 2,032,489

Potential Revenues

- 50K SQFT Industrial Building
 - Assessed Value - \$5,000,000
 - RE Tax - \$42,200
- 26K SQFT Industrial Building
 - Assessed Value - \$2,200,000
 - RE Tax - \$18,568

Board of Supervisors Minutes

- 9K SQFT Light Industrial Building
- Assessed Value - \$700,000
- RE Tax - \$5,908
- 50K SQFT Retail Building
 - Assessed Value - \$10,000,000
 - RE Tax - \$84,400
- 5K SQFT Retail Building
 - Assessed Value - \$2,500,000
 - RE Tax - \$21,100
- 2.5K SQFT Retail Building
 - Assessed Value - \$1,000,000
 - RE Tax - \$8,440
- Water & Sewer Connections: 1" - \$34K, 1.5" - \$85K, 2" - \$126K
- Business Personal Property per \$100K: \$2,900
- Average Fast Food Revenue Per Year \$1,500,000: 1% local sales tax \$15,000

9 - CONSENT AGENDA

The following items were discussed before approval:

Tab I - *Resolution Recognizing Trey Robert Daniel Houseknecht* – Eagle Scout was approved earlier in the meeting.

The following items were approved under the Consent Agenda for June 21, 2023:

- *Minutes of June 7, 2023* – Caitlin Solis, Clerk to the Board
- *Accounts Payable Report for May 2023* – Tori Melton, Director of Finance
- *Purchase Agreement with James River Equipment for Backhoe* – Tori Melton, Finance Director
- *County EMS Supervisor Position Description Update* – Donna Snow, Director of Human Resources
- *VDOT Secondary Road Acceptance – Berry Court* – Eric Dahl, County Administrator

MOTION:	Approve the consent agenda, for the June 21, 2023 Board of Supervisors meeting, and to ratify Accounts Payable and Payroll for May 2023 in the amount of \$1,831,673.72.				
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

None.

11 - NEW BUSINESS

None.

12 - PUBLIC COMMENTS #2

At 9:39pm, Chair Booker opened the second round of Public Comments. With no one wishing to speak, Chair Booker closed the second round of Public Comments at 9:39pm.

13 - CLOSED MEETING

MOTION:	At 9:40pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.3 & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Real Estate – Real estate acquisition, and Legal Matters – Contract user credit under the water and sewer ordinance.				
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 10:27pm, move the Fluvanna County Board of Supervisors recess the closed meeting.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:				Motion	Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	Adjourn the regular meeting of Wednesday, June 21, 2023 at 10:28pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:			Motion		Second
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

DRAFT



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 09-2023

A RESOLUTION HONORING CECIL LOUIS COBB

WHEREAS, Cecil Louis Cobb, Fluvanna County native son, after 68 full and fruitful years, departed this life on January 31, 2023; and

WHEREAS, Mr. Cobb was, among many other things, a business owner, volunteer fire fighter, a coach, an advocate for environmental protection and rural preservation; and

WHEREAS, in 1996 Mr. Cobb was elected to the Fluvanna County Board of Supervisors, serving as Chair of the Board for six of the twelve years he held office; and

WHEREAS, during his tenure as Fork Union District Supervisor, Mr. Cobb served as County Director of Emergency Services, was a member of the Fluvanna County Local Emergency Planning Committee, the Fork Union Sanitary District Advisory Board, the Parks and Recreation Advisory Board, the Economic Development Commission, the Landfill Advisory-Committee, and the Fluvanna County Fire and Rescue Steering Committee; and

WHEREAS, as a member of the steering committees for a new County Courthouse, the Palmyra firehouse, and a Public Safety Building, Mr. Cobb was instrumental in numerous improvements to County infrastructure and services. Mr. Cobb was also supportive of a new County Library and the Fluvanna County High School at Pleasant Grove; and

WHEREAS, Mr. Cobb never tired of looking for ways to help the community, supporting the creation of the Heritage Trail and recreational facilities for county residents, including the baseball, softball, and soccer fields at Pleasant Grove; and

WHEREAS, with humor and a ready smile, Mr. Cobb was a faithful and engaged public servant.

NOW, THEREFORE, BE IT RESOLVED, on this 21st day of June, 2023, that the Fluvanna County Board of Supervisors, with respect and gratitude, does hereby posthumously recognize Cecil Louis Cobb for his dedicated service, compassionate leadership, and many contributions to the County and the people who call it home. He will be missed.

BE IT FURTHER RESOLVED, the Fluvanna County Board of Supervisors extends its sympathy to the family of Cecil Louis Cobb and decrees that the family be furnished a copy of this resolution.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors of Fluvanna County on this 21st day of June, 2023.

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District						
Patricia B. Eager, Palmyra District						
Chris Fairchild, Cunningham District						
Anthony P. O'Brien, Rivanna District						
John M. Sheridan, Columbia District						

Attest:

Mozell H. Booker, Chair
Fluvanna County Board of Supervisors



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 18-2023

**A Resolution Recognizing and Honoring the Service
and Retirement of Frederick W. Payne, Esq.**

WHEREAS, Frederick W. Payne is most highly esteemed by his peers and colleagues as a consummate professional and gentleman; and

WHEREAS, Mr. Payne did complete his undergraduate years at Yale University and upon whom *Juris Doctor* was conferred by the University of Virginia School of Law; and

WHEREAS, Mr. Payne became a member of the Virginia Bar Association in 1974, focusing his legal career in local government, real estate, land use, zoning, and title law; and

WHEREAS, Mr. Payne was appointed County Attorney in 1985 by the Fluvanna County Board of Supervisors; and

WHEREAS, Mr. Payne has offered his knowledge and counsel to the Fluvanna County Planning Commission, the Board of Supervisors, Constitutional Officers, and the Staff of Fluvanna County; and

WHEREAS, Mr. Payne has served with honor and dignity for more than 37 years; and

WHEREAS, Mr. Payne and his wife Caroline, long-time residents of the City of Charlottesville, moved home to Fluvanna County in January 2018; and

WHEREAS, Mr. Payne will soon retire from public service;

THEREFORE, be it resolved, that the Fluvanna County Board of Supervisors does hereby recognize the contributions and professionalism of Frederick W. Payne to this body and this community. The Board offers its sincere gratitude for his many years of service and wishes him and long and happy retirement.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors a Regular Meeting of the Board held on the 21st day of June, 2023.

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District						
Patricia B. Eager, Palmyra District						
Chris Fairchild, Cunningham District						
Tony O'Brien, Rivanna District						
John M. Sheridan, Columbia District						

Attest:

Mozell H. Booker, Chair
Fluvanna County Board of Supervisors



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia
RESOLUTION No. 17-2023

**A RESOLUTION RECOGNIZING
TREY ROBERT DANIEL HOUSEKNECHT
AWARD OF EAGLE SCOUT STATUS**

The Fluvanna County Board of Supervisors adopted the following resolution on Wednesday, June 21, 2023:

WHEREAS, the Boy Scouts of America was incorporated by Mr. William D. Boyce on February 8, 1910; and

WHEREAS, the Boy Scouts of America was founded to promote citizenship, training, personal development and fitness of individuals; and

WHEREAS, Trey Robert Daniel Houseknecht has completed all the requirements for becoming an Eagle Scout; and

WHEREAS, Trey has been examined by an Eagle Scout Board of Review and deemed worthy of the Eagle Scout award; and

WHEREAS, Boy Scout Troop 154 convened an Eagle Scout Court of Honor on June 17, 2023 at 2:00 p.m. at Effort Baptist Church, Palmyra, Virginia; and

WHEREAS, the Fluvanna County Board of Supervisors fully supports the programs of the Boy Scouts of America and recognizes the important services they provide to the youth of our Country.

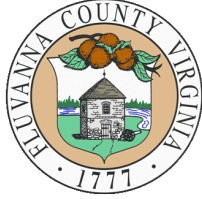
NOW, THEREFORE BE IT RESOLVED that the Fluvanna County Board of Supervisors joins Trey’s family and friends in congratulating him on his achievements, the award of Eagle Scout status and acknowledges the good fortune of the County to have such an outstanding young man as one of its citizens.

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 21st day of June 2023, by the following vote:

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District						
Patricia B. Eager, Palmyra District						
Chris Fairchild, Cunningham District						
Anthony P. O’Brien, Rivanna District						
John M. Sheridan, Columbia District						

Attest:

Mozell H. Booker, Chair
Fluvanna County Board of Supervisors



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 19-2023

**A Resolution to Take Streets in the Taylor Ridge Subdivision
into the Secondary System of Highways in Fluvanna County, Virginia**

At a regular meeting of the Board of Supervisors of Fluvanna County held at the Fluvanna County Library at 7:00 PM on Wednesday, June 21, 2023, at which the following members were present, the following resolution was adopted by a majority of all members of the Board of Supervisors, the vote being recorded in the minutes of the meeting as shown below:

WHEREAS, the eligible streets described on the attached VDOT AM-4.3 form, fully incorporated herein by reference, are shown on plats recorded in the clerk’s office of the Circuit Court of Fluvanna County; and

WHEREAS, the streets described in the Taylor Ridge Subdivision have been developed in Fluvanna County and the developer has constructed the streets in accordance with the plans submitted to and approved by the Virginia Department of Transportation and the streets have been inspected by the Office of the Land Development Engineer and found to be acceptable in the State Highway System; and

NOW, THEREFORE BE IT RESOLVED, on this 21st day of June, 2023, that the Fluvanna County Board of Supervisors hereby requests that the Virginia Department of Transportation add the described roads listed on the attached VDOT AM-4.3 form to the Secondary System of State Highways of Fluvanna County pursuant to Section 33.2-705 of the Code of Virginia, as amended, and the Subdivision Street Requirements; and

BE IT FURTHER RESOLVED, that the Fluvanna County Board of Supervisors guarantees a clear and unrestricted right-of-way, and any necessary easements for cuts, fills, and drainage; and

BE IT YET FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Land Development Engineer for the Virginia Department of Transportation.

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 21st day of June, 2023:

SUPERVISORS	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District						
Patricia B. Eager, Palmyra District						
Chris Fairchild, Cunningham District						
Anthony P. O’Brien, Rivanna District						
John M. Sheridan, Columbia District						

Attest:

Mozell Booker, Chair
Board of Supervisors
Fluvanna County, Virginia

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

TAB I

MEETING DATE:	July 5, 2023				
AGENDA TITLE:	Purchase Agreement with Basic Auto Sales for 2022 Chevrolet Silverado 1500				
MOTION(s):	<p>I move the Board of Supervisors approve the Vehicle Purchase Agreement with Basic Auto Sales, for the purchase of a 2022 Chevrolet Silverado 1500 with options at a total cost of \$32,275 for the Department of Social Services as a cooperative procurement off that agreement between the Commonwealth of Virginia Division of Purchases & Supplies and Basic Auto Sales 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):	Tori Melton, Finance Director				
PRESENTER(S):	Tori Melton, Finance Director				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<ul style="list-style-type: none"> • Cooperative Procurement pursuant to the Virginia Public Procurement Act, this a cooperatively procured contract off the Cooperative Agreement. • The Cooperative agreement requires a 7% discount off Black Book on all options and contractor represents and warrants to the County that this quote includes a 7% discount off Black Book or more on every option as required by the Cooperative agreement. • Delivery no later than July 31, 2023 				
FISCAL IMPACT:	No additional funding is required; the \$32,275 was budgeted in the FY24 CIP.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • 2022 Chevrolet Silverado 1500 Truck Purchase Agreement with Basic Auto Sales • Exhibit 1: Cooperative Contract #CTR005849 between the Commonwealth and Basic Auto Sales • Exhibit 2: Bidder proposal for IFB #7629 • Exhibit 3: Quote from Basic Auto Sales • Exhibit 4: Appendix I - General Terms, Conditions and Instructions to Bidders and Contractors 				

	• Exhibit 5: Vendor forms				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

2022 Chevrolet Silverado 1500 Truck Purchase Agreement

This **Chevrolet Silverado Truck Purchase Agreement** (together with all attachments and exhibits referenced herein, the “**Agreement**”), dated this ___ day of _____, 2023, made and entered into by and between Basic Rent A Car Company, Virginia limited liability company, doing business under the trade name “Basic Auto Sales” (“**Seller**”), and Fluvanna County, a political subdivision of the Commonwealth of Virginia (“**County**”) is effective as of the date this Agreement has been signed by all parties hereto (the “**Effective Date**”). The County is a tax-exempt public body.

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

- a. “**Seller Proposal**” means collectively the Cooperative Agreement, Quote, and Warranty, each defined below.
- b. “**Options**” means all those options and additional features and items set forth in the Quote.
- c. “**Specifications**” means all of the general and particular specifications, warranties, and other requirements for and relating to the Truck contained in the Seller Proposal being provided to County or required by this Agreement or the County’s General Terms (as defined in Article 2).
- d. “**Truck**” means the truck and any associated options and equipment sold to County by Seller pursuant to the Seller Proposal and consistent with all requirements of the Seller Proposal and the Specifications, and specifically including all Options, and Delivery of Truck to the County.
- e. “**Delivery**” means the date Seller delivers the Truck available to the County in Fluvanna County, Virginia at the following address: **Fluvanna County Department of Social Services, 8880 James Madison Highway, Fork Union, VA 23055**.
- f. “**Warranty**” means any and all warranties under this Agreement including without limitation any warranties under the Seller Proposal and 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: Solicitation Number: State Contract #CTR005849 between the Commonwealth of Virginia Division of Purchases & Supplies and Seller awarded August 1, 2022, (together with all documents incorporated by reference including without limitation the Contractor’s Proposal are referred to herein as the “Cooperative Agreement”); and
- b. Exhibit 2: Bidder proposal for IFB #7629
- c. Exhibit 3: Quote dated June 14, 2023 with the Truck Specifications contained therein (the “Quote”); and
- d. Exhibit 4: Fluvanna County’s General Terms, Conditions and Instructions to Bidders and Contractors (the “County’s General Terms”).
- e. Exhibit 5: Vendor Forms.

3. Cooperative Procurement. Pursuant to the Virginia Public Procurement Act, this a cooperatively procured contract off of the Cooperative Agreement. Seller related to the sale of the Truck and the Truck must meet or exceed all terms, provisions and requirements of the Cooperative Agreement, the Seller Proposal and this Agreement. Seller promises and agrees that County shall receive the benefits of the Cooperative Agreement and the County shall have all rights and remedies under the Cooperative Agreement. Notwithstanding any other provisions hereof, Seller represents and warrants that all pricing in this Agreement for the Truck is consistent with or lower than the pricing set forth in the Cooperative Agreement and all Truck purchased hereunder are available under the Cooperative Agreement. The County is materially relying on such representations and warranties in executing this Agreement as a cooperative procurement pursuant to Virginia law.

4. Purchase and Payment. For the promises contained herein and the Truck the County agrees to pay a total purchase price of **THIRTY-TWO THOUSAND TWO HUNDRED AND SEVENTY-FIVE AND 00/100 DOLLARS (\$32,275)** (“**Purchase Price**”). The Purchase Price which includes Delivery of the

2022 Chevrolet Silverado 1500 Truck Purchase Agreement

Truck and all warranties, manuals, keys and associated tags and inspections if any kind, may be invoiced by Seller to the County only after the Completion Date, as defined below, and the County shall have forty-five (45) days to pay such proper invoice. Final payment shall be made in accordance with Section 47 "Payment" of the County's General Terms, and in no event shall Seller be finally paid prior to the Completion Date. The date that the Truck is Delivered and in full compliance with this Agreement, to the sole satisfaction of the County is the "**Completion Date**". Any and all provisions of this Agreement or any exhibit hereto that by their terms are intended or implied to survive the Completion Date shall so survive including without limitation Warranties.

5. Delivery, Inspection and Acceptance.

(a) Delivery. Seller will Deliver the Truck no later than July 31, 2023; time being of the essence. Risk of loss shall pass to County upon acceptance by the County after Delivery of the Truck to the County at County location with prior notice of the Delivery Date and time provided to County in advance.

(b) Inspection and Acceptance. County shall have at minimum forty-five (45) days from Delivery or more if permitted under the Cooperative Agreement within which to inspect the Truck for conformance to the Specifications, and in the event of non-conformance to the Specifications to furnish Seller with written notice sufficient to permit Seller to evaluate such non-conformance ("Notice of Defect"). Any Truck not in conformance to Specifications shall be remedied by Seller within thirty (30) days from the Notice of Defect. In the event that Seller fails to remedy a defect within thirty (30) days as required under this Agreement, County may choose to: (1) Reject the Truck in their entirety and receive a complete reimbursement of any and all payments made to Seller under this agreement, Seller shall also be required at its sole cost and expense to remove the non-confirming Truck and this Agreement shall be deemed null and void and of no further force and effect; or (2) Accept the non-conforming Truck subject to a discount equal to either (i) the value of the missing or defective parts, equipment or portions of the Truck including any cost to install or make such part, equipment or portion operable, or (ii) the actual cost of the missing or defective part, equipment or portion of the Truck including any installation or service fees necessary to make such part, equipment or portion operable based on invoices and receipts. Nothing in this Article 5 is intended to limit any repairs, services or equipment covered under a warranty provided with the Truck and Seller agrees to respond to all warranty claims and repairs promptly and with due diligence.

6. 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:

Seller:

Basic Rent A Car, LLC
 DBA Basic Auto Sales
 11371 Washington Highway
 Ashland, VA 23005
 Phone: (804) 305-7777
 koryhummer@aol.com

County:

Fluvanna County
 Attn: Finance Director
 132 Main Street
 Palmyra, VA 22963
 Phone: (434) 591-1937

2022 Chevrolet Silverado 1500 Truck Purchase Agreement

With a Copy to:
Fluvanna County Attorney
132 Main Street
Palmyra, VA 22963; and

- 7. Other Terms. The County’s General Terms are attached hereto as Exhibit 3 and incorporated herein by reference as a material part of this Agreement.
- 8. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Truck. Additional or different terms proposed by the County shall not be applicable, unless accepted in writing by Seller’s authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Seller’s authorized representative.
- 9. 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 Quote; (iii) the County’s General Terms; and (iv) the Cooperative Agreement. For clarification, (i) would control over (ii) though (iv); (ii) would control over (iii) and (iv); and so forth.

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

Seller:
Basic Rent A Car Company, LLC
DBA Basic Auto Sales

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

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

APPROVED AS TO FORM:

Dan Whitten, Fluvanna County Attorney



COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

Contract Number **CTR005849**
Formerly Contract **E194-102237**
Vehicle Used Vehicles

CONTRACT PERIOD	August 1, 2022 through July 31, 2027
CONTRACT TYPE	Mandatory Statewide
RENEWALS REMAINING	N/A
AUTHORIZED USERS	Commonwealth of Virginia state agencies, institutions of higher education & other public bodies as authorized and defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301
CONTRACTOR & SUPPLIER ID #	Basic Auto Sales SUPP030631
CONTRACTOR(S) POINT OF CONTACT	Kory Hummer 11371 Washington Highway Ashland VA 23005 804-305-7777 koryhummer@aol.com
BUILD OUT/FACTORY CUT OFF DATE	See Comments Below
MINIMUM ORDER	N/A
PAYMENT TERMS	Net 30
DELIVERY	7 in stock / 30 out of stock Calendar Days ARO
DPS CONTRACT OFFICER	Pamela Copeland 804-786-4068 Pamela.copeland@dgs.virginia.gov
COMMODITY CODE(S)	07104
LAST UPDATE & PURPOSE	October 28, 2022 Contractor & Supplier ID # Contractor Point of Contact Information

INFORMATION:

PURCHASING REQUIREMENTS:

1. **Fleet Numbers:** All ordering entities are required to have a Fleet Number prior to placing a Vehicle order. If you do not have a Fleet Number, or are unsure if you have one, please contact the Dealer/Vendor directly. The Dealer can verify if you have an existing number and/or can provide you with the contact information to obtain a new one. Dealers cannot place your order with a Manufacturer until you have a Fleet Number.
2. **For State Agencies Only:** Prior to purchasing any motor vehicle, **all State Agencies** must submit a completed OFMS Form 1 to the DGS Office of Fleet Management (OFMS) for their approval, (**Code of Virginia 2.2-1176**). The [OFMS Form 1](#) must be sent to the fax or email address listed on the form. **Once you have a fully approved OFMS Form 1**, please review the Punch Out Ordering Guide Note: All purchase orders must be issued through eVA.

This document is provided only as a summary of the Contract. A complete and official copy of the Contract and any associated changes are available on the eVA State Contracts webpage OR at the offices of the Division of Purchases and Supply.

Contract Summary: CTR005849

Questions or assistance with the OFMS form? - Contact Office of Fleet Management, Cheryl Dunn at 804-367-6526.

3. **For All Other Authorized Users:** Prior to purchasing any motor vehicle from a DPS Vehicle Contract, the ordering entity must be registered in eVA. To register and set up your entity's eVA account, go to the [eVA Local Government site](#). **Once you are eVA registered**, please review the **eVA Ordering Instructions for Vehicles** For eVA Training and other resources, go to: [eVA Home](#) Note: All purchase orders must be issued through eVA. .

ORDERING INSTRUCTIONS

4. **Ordering Method:** Unless otherwise instructed or exempted by DPS, all Authorized Users placing orders against this Contract **must place purchase orders through eVA.**
5. **Non-Catalog Purchase Order Information:** Click on Other Actions from Contract → Select Create Requisition from Contract → Select the box for \$0.00 line → Click the Create Requisition from Contract Items → Update Header Information where applicable → Create additional lines as needed in the following format (Contract Number – Contract Description – Description of time or service being procurement) → Complete other information required and submit requisition. *****DO NOT DELET THE \$0.00 CONTRACT LINE*****
6. **Authorized User Acceptance:** Inspection and acceptance upon delivery and approval of Contractor's invoice is the responsibility of the receiving Authorized User.

OVERVIEW:

Statewide term contract to provide qualified used vehicles shall include any requested make and model of only vehicle types specified below:

- a) Passenger Cars – All sizes; two and/or four door.
- b) Vans – Mini, passenger and/or cargo.
- c) Sport Utility Vehicles and Crossovers - all sizes; AWD, 2WD and/or 4WD.
- d) Light Duty Trucks – All sizes; not to exceed one ton (Class 3).

A. AUTHORIZED USERS

This contract is the result of a competitive solicitation and its use is Mandatory to all Commonwealth of Virginia agencies, Institutions of Higher Education, or public bodies and entities (collectively "Authorized Users/Owners") as defined in the Code of Virginia § 2.2- 1110, § 2.2-1120, and § 2.2-4301 according to the terms, conditions and specifications provide, and in the purchase of any commodity listed herein.

B. MINIMUM ORDER

There is NO *minimum* order. FOB destination to the ordering agency and your quoted prices on this contract shall include all costs for transportation and delivery. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

C. PERIOD FOR PERFORMANCE OF PURCHASE ORDERS

To be valid, a purchase order issued under this Contract must be issued during the term of the Contract. The period specified for performance of the purchase order may extend past the term of the Contract. If a notice terminating this Contract is issued, the notice shall be construed as applying only to the Contract and not to any existing purchase order, unless the notice expressly states the intent to terminate the purchase order.

PRICING AND ORDERING PRIORITY

See the attached document entitled "Award Contract Basic Auto" for contract pricing.

This document is provided only as a summary of the Contract. A complete and official copy of the Contract and any associated changes are available on the eVA State Contracts webpage OR at the offices of the Division of Purchases and Supply.

Contract Summary: CTR005849



COMMONWEALTH of VIRGINIA

*Department of General Services
Division of Purchases and Supply*

J. Peter Stamps, CPPO, VCM, VCO
Director

Kelly J. Langley, CPPO, CPPB, VCM, VCO
Deputy Director

P. O. Box 1199
Richmond, VA 23218-1199
Voice: (804) 786-3842

NOTICE OF AWARD

Contract No. E194-102237
Date: August 1, 2022

eVA Vendor No. VS000079393

Name: Basic Auto Sales
Address: 11371 Washington Highway
Ashland VA 23005
Bid Response Date: June 21, 2022
In Response to: IFB #7629
To Furnish: Vehicle: Used Vehicles
During the Period: August 1, 2022 through July 31, 2027

hereby is accepted at prices and terms stated, subject to all conditions and requirements of the solicitation, purchase specifications, warranties, performance bond, and other stipulations, if any. The solicitation, your bid and this notice of acceptance constitute the contract.

Pamela Copeland

Pamela Copeland, VCO
Statewide Sourcing & Contracting Officer

Solicitation Response Print

Use this form as a hard copy reference for your Response Information. Please print this page for future reference using the Send To Printer link below.

[Menu](#)

[Return to Solicitation Response](#) [Send to Printer](#)

Response Summary for ESR34195Company Name: **Basic Auto Sales**eVA Vendor ID: **VS0000079393**Response Date: **6/21/2022**SR Header Attachment Count: **2**Response Time: **12:22 PM**SR Total Attachment Count: **2**Subcontractor Plan: **Vendor will complete all work****Solicitation Summary**Procurement Folder: **102237**Solicitation: **7629**Solicitation Type: **Invitation for Bids (IFB)**Closing Date: **6/21/2022**Description: **Vehicle: Used Vehicles**Closing Time: **1:00 PM**Issuing Office: **E194**Phone: **(804) 786-4068**Requesting Office: **E194**Phone: **(804) 786-4068**Buyer: **Pamela Copeland**Phone: **(804) 786-4068**Department: **DGS Division of Purchases and Supply**

Fax:

Email: **pamela.copeland@dgs.virginia.gov**Status: **Bids Opened**Header Attachment Count: **1**Total Attachment Count: **1**Grand Total: **\$106,540.00**Created By: **pcopelan5**Modified By: **pcopelan5**Created On: **4/29/2022**Modified On: **5/31/2022****Response Type**Delivery Days: **0**Response Type: **Response**

Comments:

Discount Information

Discount 1 %:

Days: **0**

Discount 2 %:

Days: **0**

Discount 3 %:

Days: **0**

Discount 4 %:

Days: **0****Attachments**Attachment Name: **EVA.pdf**Attachment Type: **Standard**Attachment Name: **Bidoffer.png**Attachment Type: **Standard****Commodity Response Information****Group 1: Lot 1****Group 1, Line 1****Line Type: Good**Commodity: **07104 Automobiles and Station Wagons**Quantity: **1**Description: **Passenger Cars (All sizes, two and/or four door) Vans - Mini, Unit: each****passenger and/or cargo Sport Utility Vehicles and Crossovers - all sized, AWD, 2WD and/or 4WE Light Duty Trucks - all sizes; not to exceed one ton (Class 3)**

Specifications:

Unit Price: **\$106,540.00000**

Manufacturer:

Line Total: **\$106,540.00**

Manufacturer Part Number:

Delivery Days: **7**

Product/Category Number:

Response Type: **Response**

Serial Number:

Header Attachment Count: **0**

Specification Number:

Drawing Number:

Piece Number:

Color:

Size:

Model Number:

Warranty:

MSDS Included?: **No**

Comments:

Hazardous Materials:

Handling Instructions:

Packing Instructions:

Detailed Instructions:

Additional Instructions:

Evaluation Criteria

IFB SUBMISSION INSTRUCTIONS

A. BID SUBMISSION REQUIREMENTS:

IFB #7629 is an invitation for an electronic sealed bid; therefore, bids submitted outside of the eVA system, such as via e-mail, mail, or fax WILL NOT be accepted. Electronic sealed bids will be received until the closing date and time provided in the solicitation. Any bid received after the closing date and time specified in the solicitation will not be considered and will be date and time stamped, marked "late" and retained unopened in the procurement file.

Prior to the due date, Bidders should:

- Check the status of the solicitation on eVA at www.eva.virginia.gov by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) for any updates, changes, amendments, cancellations, etc.;
- Check the "Reminders" section in VBO for all attachments and documents to be completed and submitted; and
- Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Bidder's electronic submission.

Bidders are solely responsible for reviewing, complying, and returning a complete and responsive bid. Failure to submit any of the required information may result in the bid being declared non-responsive. Changes to the solicitation's forms or formats are prohibited except where clearly instructed and permitted.

Bid Submission:

Electronic bid submission with required documents attached is required. Bidder must be registered in eVA in order to submit an electronic bid. Bidders must submit one (1) complete copy of the bid and attachments.

The following are instructions for submitting an electronic bid:

- a. Go to www.eva.virginia.gov;
- b. Click on "I Sell To Virginia";
- c. Click on "eVA Vendor Training"; and
- d. Click on "Respond to IFBs - RFPs and more".

If a Bidder need assistance submitting an electronic response, the Bidder must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

Bid Opening:

A public bid opening will be held at **10:00 a.m. on June 22, 2022** via Google Hangouts:

Link: meet.google.com/xio-woqs-jcw

Number: (US) +1 339-526-0819

Pin #: 166 711 565#

IFB #7629, Attachment D

SMALL BUSINESS SUBCONTRACTING PLAN

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to submit the subcontractor plan by one of the following methods in order to be considered responsive:

- A. Complete the subcontractor plan as specified in the electronic response; or
- B. Download the "paper response" form, complete the subcontractor plan section, and submit as an attachment with the bid response.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

STATE CORPORATION COMMISSION FORM

The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this form may result in bid being declared nonresponsive. (In the case of a Combined Two-Step IFB, it may cause the Technical Proposal to be determined to be not acceptable.)

Virginia State Corporation Commission ("SCC") registration information: The Bidder:

is a corporation or other business entity with the following SCC identification number:

01667245

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: Kory Hummer Date: June 21, 2022

Name: Kory Hummer
Print

Title: President

Name of Firm: BATIC Rent A CAR Company

VENDOR DATA SHEET

The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this sheet may result in bid being declared nonresponsive. (In the case of a Combined Two-Step IFB, it may cause the Technical Proposal to be determined to be not acceptable.)

1. Qualification: The Bidder must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Bidder's Primary Contact:

Name: Kory Hummer Phone: 804-305-7777 Email: Kory.Hummer@AOL.com

3. Years in Business: Indicate the length of time Bidder has been in business providing this type of good or service:

28 Years _____ Months

4. eVA Vendor ID or DUNS Number: V5 000079393 / 789832656

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that the Bidder is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: VA State Police Contact: Capt Todd Garrett
 Phone: (804) 674-2000 Email: _____

Dates of Service: 2000-2022 \$ Value: _____

B. Company: Dept of General Services Contact: Beth Cooley
 Phone: (804) 367-6549 Email: _____

Dates of Service: 2000-2022 \$ Value: _____

C. Company: Danville Comm. College Contact: William Roche, Jr.
 Phone: (434) 797-8534 Email: _____

Dates of Service: 2000-2022 \$ Value: _____

D. Company: City of Petersburg Police Contact: Capt Greg Gerst
 Phone: (804) 480-2098 Email: _____

Dates of Service: 2000-2022 \$ Value: _____

I certify the accuracy of this information.

Signed: [Signature] Title: President Date: 6/21/22

Virginia DMV Motor Vehicle Dealer Board Compliance Form

Regarding compliance with Code of Virginia § 46.2 Chapter 15 broadly and § 46.2-1508, 46.2-1566 through 46.2-1573.02, and 46.2-1572 specifically, the undersigned Bidder/Offeror:

is compliant with the provisions of this Code section and can provide their current certifications from the Virginia Department of Motor Vehicles.

-OR-

is in the process of becoming compliant with the provisions of this Code section and shall be compliant prior to the closing date and time of the solicitation.

-OR-

is exempt from the provisions of this Code section. Bidder shall provide a justification or reasoning as to why the Code does not apply to the bid in response to this procurement.

PLEASE NOTE: If supporting documentation is not provided with this form, the Contract Officer may request supporting documentation during the evaluation. Failure to provide this information, may result in your (For IFB: bid being declared non-responsive; For RFP: proposal being removed from further consideration.)

Signature: [Handwritten Signature] Date: June 21, 2022

Name: Kery Hummer
Print

Title: President

Name of Firm: BASIC Rent A CAR COMPANY / TA BASIC AUTO SALES

ATTACHMENT G

PRICING DISCOUNT SCHEDULE

This scenario situation will be used based on a "Sell Price" using an estimated Black Book value of \$20,000. Bidders shall enter a discount percentage off \$20,000 for each quantity line indicated. Mileage cost will be added to determine the Grand Total.

Following scenario is used to determine bidders discount and totals below:

- a) Black Book Value: The National Auto Research, Black Book® , Used Car & Light Truck Value/Price Point; Virginia Weekly Wholesale Clean Value with the applicable adjustments made for mileage and optional equipment will be used to determine the "**Black Book Value**" of the vehicle. The Contractor shall have and maintain an internet subscription to the above referenced Black Book edition at all times during the term of the contract. The Contractor must provide the Ordering Agency with a printout of the Black Book Value that shows the value posted on the date of the Ordering Agency's inquiry to purchase the vehicle and must be a true representation of the vehicle requested. The Contractor shall provide the Ordering Agency with an updated Black Book value to show any adjustments made for actual mileage, etc. and the effective date of pricing for agency approval.
- b) + / - Discount: The discount shall be the bidder's percentage bid that shall be added to or subtracted from the Black Book Value to determine the final contract Selling Price. The bidder must clearly indicate if their Differential bid is a plus/positive (+) or minus/negative (-) percentage. Failure to indicate if you bid is a plus/positive (+) or minus/negative (-) WILL result in a bid luation as your bid being a **plus/positive** percentage.

The discount bid shall include all goods and services provided, including all fees, preparation, inspection and delivery up to 50 miles plus any delivery to Richmond Virginia. Except for additional mileage rates for deliveries in excess of 50 miles, no extra charges will be permitted. The bidder shall indicate the Differentials bid in the Pricing Schedule for each quantity volume discount structure as requested. Failure to provide a Differential amount for each Price Level will result in your bid being deemed non-responsive.

- c) Selling Price: The Selling Price shall be determined by applying (adding/subtracting) the discount percentage bid to the Black Book Value.

Example: Black Book Value is \$20,000. Discount bid is -3.0% or \$600
(\$20,000 – 600 = \$19,400 sale price)

The Contractor may sell vehicles for less than the pricing structure awarded; however, at no time shall vehicles be sold at higher costs.

Additional Delivery Charges: Mileage - Distance equal to or more than 51 miles: The vendor may add an additional delivery charge of no more than \$1.80 per mile

Bidders Worksheet

Complete and submit with your bid

A. State Delivery Times below:

In-stock vehicles (on the Contractor's lot) calendar days ARO: 7
 Vehicles not in stock calendar days ARO: 30

B. Scenario for completing form below: Black Book Value is \$20,000.

<u>Discount Prices Level</u>	<u>Vehicle Sale Qtys / each</u>	<u>+ / - Discount %</u>		<u>+ / - Dollars</u>	=	<u>Net Sell Price</u>
1	1-5	+ 7	=	+ 1400	=	\$ <u>21,400</u>
2	6-10	+ 6.5	=	+ 1300	=	\$ <u>21,300</u>
3	11-15	+ 6	=	+ 1200	=	\$ <u>21,200</u>
4	16-20	+ 5.5	=	+ 1100	=	\$ <u>21,100</u>
5	21+	+ 5	=	+ 1000	=	\$ <u>21,000</u>
				<u>Scenario: Net Total Sell Price (add level 1- thru 5)</u>	=	\$ <u>106,000</u>
	<u>Additional Mileage Rate (Scenario 300 miles)</u>	\$ 1.80/ mile x 300 miles	=			\$ 540.00
				<u>Scenario Grand Total (add net + \$540)</u>	=	\$ <u>106,540</u>

RETURN OF THIS PAGE IS REQUIRED



Vendor Information



Vendor Location and HQ information

Vendor Information

Vendor

Location Standard Name - eMail Supplier:
Basic Auto Sales

Location Name - eMail Contact:
Ashland Office

eVA Status: Active(Self-Registered)
eVA ID: VS0000079393
VLIN ID: VA00015831
Headquarter: Yes

Order Address

11371 Washington Highway
Ashland, VA 23005

Contact Information

Contact: Kory Hummer
Phone No: 804-305-7777
Fax No: 804-752-6934

HQ Information

Headquarter Information

HQ Legal Name:
Basic Auto Sales

eVA ID: VS0000079393

Headquarter Ordering Address

11371 Washington Highway
Ashland, VA, 23005

Vendor SWAM Certification

649837

Business Type	Start Date	Expire Date
Small Business	02/06/2018	02/06/2023

PCard & Orders	Purchase Order Dollars
Accepts P-Cards: No Accepts Visa: No Accepts Electronic Orders: Yes	Current FY (2022): ▲ \$177,636.50 Past FY (2021): ▼ \$2,612,161.50

NIGP Commodity Code(s)

NIGP Code	Description
07100	AUTOMOBILES, SCHOOL BUSES, SUVs, AND VANS (INCLUDING DIESEL, GASOLINE, ELECTRIC, HYBRID, AND ALL OTHER FUEL TYPES)
07104	AUTOMOBILES AND STATION WAGONS
07105	AUTOMOBILES, POLICE AND SECURITY EQUIPPED
07180	SUV TYPE VEHICLES (INCL. CARRYALLS)
07190	VANS, CARGO
07192	VANS, PASSENGER (REGULAR AND HANDICAPPED EQUIPPED)
07200	TRUCKS (INCLUDING, DIESEL, GASOLINE, ELECTRIC, HYBRID, AND ALTERNATIVE FUEL UNITS)
07201	CLASS 1 TRUCKS (6,000 LB. GVWR OR LESS)

NIGP Code	Description
07202	CLASS 2 TRUCKS (6,001 - 10,000 LB. GVWR)
97514	AUTOMOBILES AND OTHER PASSENGER VEHICLES (INCLUDING EMERGENCY TYPE) RENTAL OR LEASE
99894	VEHICLES, INCLUDING AUTOMOBILES, TRUCKS, TRAILERS, VANS, MOTOR HOMES, MOTORCYCLES AND SCOOTERS, ETC. (SEE 998-20 FOR BUSES), SALE OF SURPLUS AND OBSOLETE ITEMS

Report 9001 VendorDetail.1.1

IFB# 7629

USED VEHICLES

I. PURPOSE:

The purpose of this Invitation for Bids (IFB) is to solicit sealed bids to establish a contract with one or more qualified suppliers to provide Used Vehicles to all Commonwealth of Virginia agencies, institutions of higher education, or other public bodies (collectively "Authorized Users") as defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301.

Any contract that may result from this solicitation will be a mandatory-use term contract for use by Commonwealth of Virginia executive branch agencies and optional-use for other public bodies and authorized users. Any contract that may result from this solicitation will be established and managed by the Commonwealth of Virginia, Department of General Services (DGS), Division of Purchases and Supplies (DPS).

All Authorized Users shall place orders through eVA for any contract that may result from this solicitation.

II. PERIOD OF CONTRACT:

The initial period of the contract will be from **date of award** through **five (5) year** period. No renewals.

III. BACKGROUND AND/OR HISTORICAL SALES DATA:

- The Commonwealth has processed orders, representing an estimated total quantity of 213 orders on previous contract E194-97979 (2- year term) with a total estimated spend of 9.5 million.

IV. SCOPE OF WORK:

- A. **Qualified Vehicles:** Vehicles provided shall include any requested make and model of the only the types of vehicles specified below. Unless authorized by the DPS Contract Officer and/or DGS-OFMS, all used vehicles provided shall have trim packages and options comparable to the trim packages/options on the DPS contracts for new vehicles.

1. Passenger Cars – All sizes; two and/or four door.
2. Vans – Mini, passenger and/or cargo.
3. Sport Utility Vehicles and Crossovers - all sizes; AWD, 2WD and/or 4WD.
4. Light Duty Trucks – All sizes; not to exceed one ton (Class 3).

- B. Minimum Vehicle Specifications are as follows:

1. Vehicle Age: The vehicle shall not be more than two (2) model years prior to the most current production model year.
2. Vehicle Odometer: The odometer reading shall not exceed 35,000 miles.
3. Vehicle Condition: Vehicle shall be in excellent mechanical, exterior and interior condition with no visible wear, no fluid leaks and is free of any damage. Vehicle shall require no reconditioning and shall have a clean engine compartment. Vehicle shall have no mechanical and/or cosmetic problems, as deemed by the ordering agency. Vehicle must have a clean title and the ability to pass all Federal and State inspections. Fire, frame, or water damaged vehicles will not be accepted. Vehicles shall

not have any record of having been stolen, salvaged or involved in any major accident or flood situation. Vehicles shall not have had any cumulative damage greater than \$750.00.

4. Vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.2, Chapter 10, of the Code of Virginia and shall include a valid State Inspection Sticker.
5. Engine: As specified by the Ordering Agency.
6. Transmission: Automatic unless otherwise indicated by the Ordering Agency.
7. Air Conditioning: Shall be original manufacturer equipment installed.
8. Steering: Power Steering
9. Brakes: Standard for the vehicle make and model vehicle.
10. Tires: Manufacturer's standard tires with a minimum of 6/32 tread depth remaining. Tires must not have been repaired or have existing side wall or tread damage. All primary tires and wheels shall be an identical matching set (i.e. no cross brands or models). Each vehicle shall be equipped with the manufacturer's standard tire repair kit, which may be a Tire Inflation Kit or a spare tire, jack and lug wrench. If a spare tire is the OEM standard, it may be mounted on a traditional steel wheel. All tires and wheels shall be properly mounted and balanced.
11. Restraint system: A minimum of front driver and front passenger air bags required.
12. License Plate Brackets: Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets with no dealer logo.
13. Keys: A minimum of two (2) complete sets of keys and/or fobs shall be furnished with each vehicle.
14. Colors: Vehicles shall be available in any of the manufacturer's standard colors. The Ordering Agency will determine the color and/or color range required at the time of inquiry. The Contractor shall adhere to specific color choices indicated by the Ordering Agency. If any changes are necessary, the Contractor must obtain advance written approval from the Ordering Agency.
15. Warranty: The vehicle shall be delivered with the remaining portion of the manufacturer's Bumper to Bumper and Powertrain Warranty. All standard manufacturer's vehicle warranty coverage to be included, but not limited to; the Safety Restraint System, Corrosion Coverage Warranty, Emissions Defect Warranty, and Emissions Performance Warranty. A copy shall be provided at delivery.
16. Emblems: The Contractor shall not attach any dealer identifications or advertising sticker, emblem or decal anywhere upon the vehicle.
17. Temporary License Plate: A DMV Temporary License Tag (30-Day tag) shall be furnished at no additional charge with each vehicle, unless Authorized Users waive, in writing.
18. In addition to all other remedies available to the Commonwealth, should the Contractor fail to meet requirements set forth in this Section, IV. B., item(s) 1, 2, 3, or 4 with respect to any delivered vehicle and the authorized user elects to accept the vehicle, the authorized user may deduct one (1) per cent of that vehicle's cost from the applicable invoice in order to compensate the Commonwealth for the resulting inconvenience and business interruption.

- C. The Contractor(s) shall provide vehicles for the purchase that meet or exceed the following minimum requirements:
1. **Geographic:** The Contractors shall provide vehicles and related products under this contract to any Authorized User, as described herein. Bidders with any geographic restrictions should specify the geographic areas that they are not able to provide products and/or services with bid submittal. Regardless of any contracted service areas, and to any extent that they may overlap, Authorized Users shall have the opportunity to use any contract, based on their own business direction and/or operational needs.
 2. **Virginia Motor Vehicle Dealer License:** Bidder shall meet the requirements in [Section IX. Special Term and Conditions, paragraph 22. \(Ref. Attachment F\)](#)

Note: Dealers not licensed in Virginia; reference eVA's B2B Connect resource. Website URL:
<https://eva.virginia.gov/results.html?q=B2B%20Connect>
 3. **Delivery and Delivery Rates:** The Contractor shall provide delivery for the Vehicle(s) purchased in accordance with the following:
 - a. Included Miles - All deliveries to DGS Office of Fleet Management Services (OFMS) or Virginia State Police (VSP) in Richmond: Vehicle(s) shall be delivered FOB Destination, freight included. No extra charges permitted.
 - b. Distance: Shall be calculated by the number of actual miles from the Contractor's physical address to the delivery point specified by the Authorized User. Mileage shall be determined using Google (maps and directions) at <http://maps.google.com>; with the results rounded up to the next whole mile.
 - c. Additional Mileage – Distance equal to or more than 51 Miles: The Contractor may add an additional delivery charge of no more than \$1.80 per mile of the difference between the actual total distance minus 50 included miles. (Example: Actual total distance= 150 miles, minus 50 included miles, equals 100 miles applicable to an additional delivery charge per Vehicle.)
 - d. Bidders shall provide the additional delivery rates in accordance with the Pricing Schedule and as follows:
 - i. Single purchase order for multiple Vehicles: Bidders should offer a reduced delivery rate for multiple Vehicles ordered on any single purchase order. The regular rate provided must be equal to or less than \$1.80 per mile applicable to the first Vehicle and any reduced rates should apply to subsequent Vehicles on the same purchase order. Partial shipments of any single order made at the option of the Contractor shall not change delivery charges.
 - ii. Multiple purchase orders: If the Contractor delivers multiple Vehicles ordered on different purchase orders in a single shipment, the Contractor should extend the reduced delivery rate(s) to the Authorized User. The Contractor must have prior written approval from the Authorized User and obtain any necessary change orders.
 - iii. Additional delivery rates shall not apply to any Vehicle ordered by OFMS or VSP.
 4. **Pricing Discount Schedule/Bidder Worksheet:** Bidders shall complete all applicable fields of the bidders worksheet on [Attachment G. Failure to complete all applicable fields, may result in bid being declared non-responsive.](#)
 5. **Minimum Order:** There shall be no minimum order requirement.
 6. **Delivery Inspection:** Each Vehicle delivered will be checked for compliance with the purchase order. If any deviations from the specifications, damage, or improper Contractor preparation exist, the invoice will not be approved for payment until the Contractor corrects all defects.

7. **Delivery Location and Time:** Vehicles shall be delivered to various state agencies, cities, counties, towns and political subdivisions throughout the State as required and indicated in the purchase order. Normal hours for delivery shall be between the hours of 8:00 AM and 5:00 PM, except on official state holidays and periods of shut down, unless otherwise instructed by the Authorized User. The Contractor shall clarify and coordinate deliveries with the Authorized User, to include a minimum of forty-eight (48) hour notification. **Failure to coordinate delivery with the Authorized user may result in refusal of delivery.**

V. PRE-BID CONFERENCE: Waived

VI. SOLICITATION CLARIFICATIONS:

Questions regarding the solicitation **must be submitted in writing only to Pamela Copeland** via e-mail at pamela.copeland@dgs.virginia.gov no later than **4:00 p.m. on June 8, 2022**. Bidder should identify the email by noting the solicitation number **"7629"** in the subject line. Responses to clarifications may be posted in eVA's Virginia Business Opportunities (VBO). The identity of Bidder's will not be published with the response. Formal changes to the solicitation, including but not limited to, contractual terms and procurement requirements will only be changed by formal written addendum to the solicitation.

There shall be no communication of any type on any aspect of this solicitation, written or otherwise, by any prospective Bidder, including any sub-bidder, Bidder's agent or other type of Bidder representative, with any employee or agency of the Commonwealth of Virginia, with the exception of the DPS Contracting Officer noted in the solicitation, unless a Bidder is instructed otherwise by the DPS Contracting Officer. Failure to comply with this requirement may disqualify a Bidder from participation in this opportunity.

As used in this IFB, 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 bid. 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.

VII. REPORTING REQUIREMENTS:

- A. CONTRACTOR'S QUARTERLY REPORT OF SALES:** Contractor shall provide electronic reports in Microsoft Excel format on a quarterly basis showing total invoiced sales data, which means all invoices issued within the reporting period. See attachment to this solicitation for the report template which identifies the information to be provided. Reports shall be provided no later the 15th of each month, reporting total invoiced sales and return transactions that took place in the immediately preceding quarterly. Reports shall be sent to the DPS Contracting Officer and to the following email address: vssireport@dgs.virginia.gov. Failure to submit information in the required format and time may result in cancellation of the awarded contract.
- B. SURCHARGE ADJUSTMENT FEE:** The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. **DGS will not issue invoices or statements.** The Contractor must remit the SCA fee by the last day of the month following the end of the calendar quarter. The SCA shall be **\$350 dollars per vehicle sold on the contract**. The SCA fee amount due must be paid by check with identification of "Contract Number," "Report Amounts," and "Report Period" on either the check stub or other remittance material. DGS may, at its discretion, agree to an electronic funds transfer,

in lieu of a check, however in the absence of an express written agreement from DGS that validates the agreement, then the payment shall be made by check as described herein.

Checks shall be payable to: Treasurer, Commonwealth of Virginia.

Checks shall be mailed to:
DGS/Division of Purchases and Supply
ATTN: VSSI Coordinator
PO Box 1199
Richmond, VA 23218-1199

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a debt that the Contractor is obligated contractually to pay to the Commonwealth of Virginia, and the Commonwealth may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in termination or cancellation of the Contract.

C. REPORTING AND PAYMENT SCHEDULES:

<u>Quarterly Report Period</u>	<u>Sales Months</u>	<u>Quarterly Report Due</u>
1st Quarter	Jan, Feb, Mar	April 15th
2nd Quarter	Apr, May, June	July 15th
3rd Quarter	July, Aug, Sept	October 15th
4th Quarter	Oct, Nov, Dec	January 15th

<u>SCA Fee Period</u>	<u>Sales Months</u>	<u>Quarterly Payment Due</u>
1st Quarter	Jan, Feb, Mar	April 30th
2nd Quarter	Apr, May, June	July 31st
3rd Quarter	July, Aug, Sept	October 31st
4th Quarter	Oct, Nov, Dec	January 31st

D. Contractor shall:

1. Meet or conference call at least quarterly with the DPS Contracting Officer to review performance, usage under the contract, and discuss opportunities for improvements.
2. Provide any documentation or reports as requested by the DPS Contracting Officer.
3. Notify the DPS Contracting Officer, in writing, of any unresolved disputes or problems that have been outstanding for more than thirty (30) days.

VIII. INVOICES AND PAYMENT:

A. INVOICES:

Contractor shall submit the invoice(s) to the address designated on the purchase order following acceptance by the Authorized User of goods and services rendered. No invoice may include any cost

other than those identified in the purchase order referencing the Contract. Invoice(s) shall provide at a minimum:

1. Name of Authorized User (the ordering entity)
2. Authorized User point of contact and phone/email
3. Description of the goods and/or services provided
4. Contract number
5. Purchase order number
6. Invoice number
7. Invoice date
8. Invoice amount

B. PAYMENT:

Payment will be made in accordance with the Virginia Public Procurement Act. Commonwealth of Virginia Executive Branch Agencies will remit payment within thirty (30) days after receipt of a valid invoice for all goods and/or services received and accepted, per §2.2-4350. Localities will remit within forty-five (45) days of receipt of a valid invoice for all goods and/or services received and accepted, per §2.2-4352. Payment is anticipated to be made by check or EDI.

IX. SPECIAL TERMS AND CONDITIONS:

1. **AUDIT:** The contractor shall retain all books, records, 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 agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **AWARD TO MULTIPLE BIDDERS:** The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
3. **CANCELLATION OF CONTRACT:** The purchasing agency 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. 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.
4. **eVA ORDERS AND CONTRACTS:** It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

5. **AUTHORIZED DEALER:** By signing this bid, the Bidder certifies that it is a manufacturer-authorized dealer for all goods and services it proposes to furnish under any resulting contract. If requested by the Commonwealth, the Bidder shall provide supporting evidence from the manufacturer.
6. **FINANCIAL WARRANTY:** Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the “financial deal”) applicable to purchases under this Contract are always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Upon DGS’s request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body, and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the contractor.
7. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
8. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
9. **ORDERS:** Authorized Users must order goods and/or services available from the Contract by issuing an eVA purchase order through the Commonwealth’s electronic procurement website portal <http://www.eva.virginia.gov>.
10. **PERIOD FOR PERFORMANCE OF PURCHASE ORDERS:** To be valid, a purchase order issued under this Contract must be issued during the term of the Contract. The period specified for performance of the purchase order may extend past the term of the Contract. If a notice terminating this Contract is issued, the notice shall be construed as applying only to the Contract and not to any existing purchase order, unless the notice expressly states the intent to terminate the purchase order.
11. **LOBBYING AND INTEGRITY:** Bidders are cautioned that communications with individuals other than the DPS Contracting Officer may result in incorrect and/or insufficient information being provided. In addition, the Bidder shall not, in connection with this or any other agreement with the Commonwealth of Virginia, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any state officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state officer or employee.

Upon request of the Commonwealth of Virginia’s, Department of General Services, the Bidder shall provide any type of information deemed relevant to the Bidder’s integrity or responsibility to provide the services or goods, described herein.
12. **EXCLUSIVITY OF TERMS AND CONDITIONS:** No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other agreement containing contractual terms and conditions. No contractor shall be required to sign, from any employee or agent of the Commonwealth or Authorized Users, any additional agreements, contracts, or other documents that

were not part of the original contract. Any documents signed by persons other than the Director of DPS or their authorized designee shall have no validity or effect upon the Contract.

13. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
14. **CONTRACTUAL DISPUTES:** In accordance with Code of Virginia § 2.2-4363, contractual claims, whether for money or other relief, shall be submitted in writing to the Authorized User no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to the Authorized User at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Authorized User shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.
 - a. The Contractor may not invoke any available administrative procedure under Code of Virginia § 2.2-4365 nor institute legal action prior to receipt of the Commonwealth's decision on the claim, unless the Commonwealth fails to render its decision within thirty (30) days. The decision of the Commonwealth shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Code of Virginia § 2.2-4364 or the administrative procedure authorized by Code of Virginia § 2.2-4365.
 - b. The Commonwealth or any Authorized User, and their officers, agents and employees, including without limitation, the contracting and Ordering Officers, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent of the Commonwealth agency or Authorized User that is purchasing and receiving the goods or services in question and need not be joined as a party to any dispute that may arise there under.
 - c. In the event of any breach by the Commonwealth or any Authorized User, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any services hereunder.
15. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any 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 or as otherwise required by law is required to include in its bid a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
16. **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 requirements of the contract.
17. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING :**

- A. **Submission of Small Business Subcontracting Plan:** It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder shall note such on the Small Business Subcontracting Plan. No bidder or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.
- B. **Evidence of Compliance with Small Business Subcontracting Plan:** 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 monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
- C. **Prime Contractor Subcontractor Reporting:**
1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
 2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
18. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to

allow the Commonwealth to verify that the tariff is the cause of the price change.

- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.
- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.
- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

19. **DELIVERY:** Delivery of goods or performance of services shall be within the number of calendar days stated below after receipt of order (ARO) by the Bidder. The Agency requires the Bidder to deliver within a reasonable time after ARO. If the Bidder does not insert a stated delivery time in the blanks on [Attachment G](#), the Bidder will be deemed to offer delivery in accordance with the Agency's desired delivery time as stated below:

Agency's Desired Delivery Dates:

In-stock vehicles (on the Contractor's lot) 7 calendar days ARO.
Vehicles not in-stock: 30 calendar days ARO.

\$100 dollars per day shall be deducted from the final price on vehicles that are not delivered within the specified delivery time Per Vehicle Ordered. This deduction is not to be considered a factor when calculating whether the financial deal offered to another public body in Virginia is better than that offered to DGS pursuant to [Section IX, paragraph 6](#) herein (titled "Financial Warranty"). This

deduction shall not apply to delivery delays initiated, authorized, or requested by the Authorized User.

Failure to deliver in a timely matter may result in the termination of the contract.

20. **DELIVERY/SERVICE TO CORRECTIONAL INSTITUTIONS:**

The Contractor shall be responsible for adherence to the following guidelines as they pertain to delivering goods and/or providing services to correctional institutions, especially if the location is within the secured perimeter:

- a. The Contractor shall be responsible for ensuring that all personnel connected with the work comply with the rules and regulations of each ordering institution, which may reach beyond the scope of this specification.
- b. The Contractor shall maintain proper security and control over all personnel, equipment, tools, and materials at all times. The Contractor's equipment and personnel shall be subject to security checks and associated delays therefrom.
- c. There shall be no verbal discussion or physical contact between the Contractor's employees and offenders.
- d. Anyone bringing any offender any item, such as (but not limited to) weapons, tools, food, drink, clothing, cigarettes, matches, correspondence, printed or electronic media, or assisting offenders to escape is in violation of Commonwealth law and may be prosecuted to the fullest extent of the law.
- e. No weapons, alcohol, drugs, or medication of any type will be allowed on Commonwealth property.
- f. Keys shall be removed from all vehicles and other mobile equipment when not in operation. Vehicle doors and tool compartments shall be locked at all times when not in use. Ladders left on vehicles shall be chained and locked at all times.
- g. Any tools, especially cutting tools, if left unattended, will be confiscated.
- h. All security regulations shall be observed at all times. These will be made known to the Contractor and his representatives by the Institutional Security Chief, or his designee, at the point of entrance to the institution.
- i. All persons entering the prison complex are subject to search.
- j. Contractors and their representatives are limited to movement to and from, and within, the immediate area of their work.
- k. An institutional employee may be designated as a liaison between the Contractor and institution. Unless otherwise stated this person will be the Department Superintendent for whom the Contractor is performing the service or delivering the goods.
- l. Vehicles may not be permitted to leave the facility until after the daily or routine security check has been performed.
- m. All Contractor employees shall have valid identification with photograph at all times for identification. Validity of identification is determined solely at the discretion of the institution. A valid government-

issued driver's license is generally acceptable. No persons will be permitted to enter the institution without valid identification.

- n. The institution reserves the right to refuse entrance to anyone who appears, in the institution's sole judgment, to be under the influence of drugs or alcohol, or otherwise impaired.
21. **VIRGINIA MOTOR VEHICLE DEALER LICENSE:** In accordance with Code of Virginia § 46.2-1508, the motor vehicle manufacturer, distributor, or dealer ("bidder") certifies that it is licensed by the Virginia Department of Motor Vehicles to conduct business in the Commonwealth of Virginia. Further, the bidder shall maintain the required license throughout the course of the contract. Additionally, the bidder shall comply with the requirements of the Code of Virginia § 46.2-1566 through 46.2-1573.02, including Code of Virginia § 46.2-1572. The bidder shall immediately notify the Commonwealth of Virginia's Department of General Services, Division of Purchases and Supply in writing in the event its license is either not renewed, or revoked and/or it fails to comply with the other stated provisions in the Code of Virginia during the period in question. (Ref. Attachment F)
22. **SALES AND SUPPORT SERVICE:** The contractor shall have a full time sales representative assigned to the Commonwealth to regularly assist authorized users, address problems, e-procurement concerns, and other matters. The contractor shall apprise the Commonwealth of any quality issues including recalls, upgrades, and product warnings that may affect product performance and safety. All service representatives, who are assigned to work the contract, shall have on-line access to information to provide immediate response to inquiries concerning the status of orders, delivery information, back-order information, statewide contract pricing, and general product information. Representatives shall be available by phone, fax or email. Such contact information shall be provided to the Commonwealth and any ordering entities.

Contractor shall send authorized users an email confirmation of receipt of any purchase order they place against the contract. This confirmation shall include the options, color choices, etc. being placed. This requirement shall apply to all orders issued against this contract. Confirmation shall be sent within 10 days after receipt of an order and shall indicate the date the order was placed with the manufacturer. Confirmations shall be emailed to the authorized user's address shown on the purchase order and to anyone else the authorized user has requested the confirmation to go to.

23. **TECHNICAL SERVICE SUPPORT:** The bidder shall provide information on their ability to furnish technical assistance, including training and demonstration of operating procedures, for "used" equipment purchased under this contract. During the life of the contract, the contractor shall provide technical service on technical applications; furnish operating manuals and schematic design, when available, for all equipment. Contractor is responsible for ensuring repair facilities have sufficient spare parts and labor to support all stated manufacturer's equipment sold to the Commonwealth. As an authorized distributor, a contractor shall guarantee and extend all manufacturers and/or dealer warranties. Contractor shall be able to track historical service requests, maintenance, and repairs.
24. **WARRANTY (VEHICLE):** 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 and rights and remedies permitted under applicable law. A copy of this warranty should be furnished with the bid.

During the life of the contract, the contractor shall provide all warranty service and shall have their own repair facilities (unless the vehicle manufacturer requires the work performed by them or another party) with sufficient parts and labor to support the vehicles sold under this contract. Contractor shall track all vehicles that receive warranty work under this contract and may be asked to produce that report during

the life of the contract. If available, contractor shall furnish operating manuals and schematic design for all vehicles.

25. **VEHICLE PREPARATION:** Vehicles shall be delivered clean and complete and ready for service including a current Virginia State Inspection. Vehicle service preparation must be performed by the dealer according to the manufacturer's specifications. Each vehicle must be delivered with at least half (1/2) tank of fuel. Vehicles delivered without proper dealer preparation must be picked up, serviced, and re-delivered by the dealer at no additional cost to the ordering agency.

The contractor shall deliver the vehicles ready to for use with all parts working correctly. Additionally the following shall apply

- a. **Temporary License:** A paper 30 Day license tag, unless a different format (e.g. electronic) is requested in writing by the "authorized user", shall be furnished with each vehicle unless Authorized Users waive, in writing, the 30 Day tag .
- b. **State Inspection Stickers and Decals:** Vehicles furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.2, Chapter 10, of the Code of Virginia and shall include a valid State Inspection Sticker. No dealer identifications such as sticker, decal, metal emblem and so forth will be accepted on automobiles furnished under this contract.
- c. **Taxes:** No Federal Taxes are to be included in the contract price at any time, including on tires. The Authorized Users as described herein shall furnish their Tax Exemption Registration number upon request.
- d. **Vehicle Publications, Forms and Documents:** The contractor shall furnish one (1) paper copy each of the following per vehicle, unless a different format (e.g. electronic) is requested in writing by the "authorized user":
 - i. All ownership documents and papers required by VA DMV for titling and registration purposes; DMV Transfer of Ownership, Dealer's Report of Sale, Bill of Sale, Odometer Statement (if applicable) and any other document required.
 - ii. Vehicle Warranty Information Manual (Copy of warranty)
 - iii. Vehicle Owner's Manual
 - iv. Emissions Certifications: Stating the vehicle meets U.S. Government Standards for sale in the Commonwealth of Virginia.
- e. In addition to all other remedies available to the Commonwealth, should the Contractor fail to meet any requirement set forth in this [Section 25](#) with respect to any delivered vehicle, one (1) per cent of that vehicle's cost will be deducted from the applicable invoice in order to compensate the Commonwealth for the resulting inconvenience and business interruption.

IFB SUBMISSION INSTRUCTIONS

A. BID SUBMISSION REQUIREMENTS:

IFB #7629 is an invitation for an electronic sealed bid; therefore, bids submitted outside of the eVA system, such as via e-mail, mail, or fax WILL NOT be accepted. Electronic sealed bids will be received until the closing date and time provided in the solicitation. Any bid received after the closing date and time specified in the solicitation will not be considered and will be date and time stamped, marked "late" and retained unopened in the procurement file.

Prior to the due date, Bidders should:

- Check the status of the solicitation on eVA at www.eva.virginia.gov by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) for any updates, changes, amendments, cancellations, etc.;
- Check the "Reminders" section in VBO for all attachments and documents to be completed and submitted; and
- Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Bidder's electronic submission.

Bidders are solely responsible for reviewing, complying, and returning a complete and responsive bid. Failure to submit any of the required information may result in the bid being declared non-responsive. Changes to the solicitation's forms or formats are prohibited except where clearly instructed and permitted.

Bid Submission:

Electronic bid submission with required documents attached is required. Bidder must be registered in eVA in order to submit an electronic bid. Bidders must submit one (1) complete copy of the bid and attachments.

The following are instructions for submitting an electronic bid:

- a. Go to www.eva.virginia.gov;
- b. Click on "I Sell To Virginia";
- c. Click on "eVA Vendor Training"; and
- d. Click on "Respond to IFBs - RFPs and more".

If a Bidder need assistance submitting an electronic response, the Bidder must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

Bid Opening:

A public bid opening will be held at **10:00 a.m. on June 22, 2022** via Google Hangouts:

Link: meet.google.com/xio-woqs-jcw

Number: (US) +1 339-526-0819

Pin #: 166 711 565#

VENDOR DATA SHEET

The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this sheet may result in bid being declared nonresponsive. (In the case of a Combined Two-Step IFB, it may cause the Technical Proposal to be determined to be not acceptable.)

1. Qualification: The Bidder must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Bidder's Primary Contact:
Name: _____ Phone: _____ Email: _____
3. Years in Business: Indicate the length of time Bidder has been in business providing this type of good or service:
_____ Years _____ Months
4. eVA Vendor ID or DUNS Number: _____
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that the Bidder is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address, and telephone number of the point of contact.
 - A. Company: _____ Contact: _____
Phone: (____) _____ Email: _____

Dates of Service: _____ \$ Value: _____
 - B. Company _____ Contact: _____
Phone: (____) _____ Email: _____
Dates of Service: _____ \$ Value: _____
 - C. Company: _____ Contact: _____
Phone: (____) _____ Email: _____
Dates of Service: _____ \$ Value: _____
 - D. Company: _____ Contact: _____
Phone: (____) _____ Email: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

SMALL BUSINESS SUBCONTRACTING PLAN

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to submit the subcontractor plan by one of the following methods in order to be considered responsive:

- A. Complete the subcontractor plan as specified in the electronic response; or
- B. Download the "paper response" form, complete the subcontractor plan section, and submit as an attachment with the bid response.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

STATE CORPORATION COMMISSION FORM

The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this form may result in bid being declared nonresponsive. (In the case of a Combined Two-Step IFB, it may cause the Technical Proposal to be determined to be not acceptable.)

Virginia State Corporation Commission ("SCC") registration information: The Bidder:

is a corporation or other business entity with the following SCC identification number:

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ Date: _____

Name: _____

Print

Title: _____

Name of Firm: _____

Virginia DMV Motor Vehicle Dealer Board Compliance Form

Regarding compliance with Code of Virginia § 46.2 Chapter 15 broadly and § 46.2-1508, 46.2-1566 through 46.2-1573.02, and 46.2-1572 specifically, the undersigned Bidder/Offeror:

is compliant with the provisions of this Code section and can provide their current certifications from the Virginia Department of Motor Vehicles.

-OR-

is in the process of becoming compliant with the provisions of this Code section and shall be compliant prior to the closing date and time of the solicitation.

-OR-

is exempt from the provisions of this Code section. Bidder shall provide a justification or reasoning as to why the Code does not apply to the bid in response to this procurement.

PLEASE NOTE: If supporting documentation is not provided with this form, the Contract Officer may request supporting documentation during the evaluation. Failure to provide this information, may result in your (For IFB: bid being declared non-responsive; For RFP: proposal being removed from further consideration.)

Signature: _____ **Date:** _____

Name: _____
Print

Title: _____

Name of Firm: _____

ATTACHMENT G

PRICING DISCOUNT SCHEDULE

This scenario situation will be used based on a "Sell Price" using an estimated Black Book value of \$20,000. Bidders shall enter a discount percentage off \$20,000 for each quantity line indicated. Mileage cost will be added to determine the Grand Total.

Following scenario is used to determine bidders discount and totals below:

- a) Black Book Value: The National Auto Research, Black Book® , Used Car & Light Truck Value/Price Point; Virginia Weekly Wholesale Clean Value with the applicable adjustments made for mileage and optional equipment will be used to determine the "**Black Book Value**" of the vehicle. The Contractor shall have and maintain an internet subscription to the above referenced Black Book edition at all times during the term of the contract. The Contractor must provide the Ordering Agency with a printout of the Black Book Value that shows the value posted on the date of the Ordering Agency's inquiry to purchase the vehicle and must be a true representation of the vehicle requested. The Contractor shall provide the Ordering Agency with an updated Black Book value to show any adjustments made for actual mileage, etc. and the effective date of pricing for agency approval.
- b) + / - Discount: The discount shall be the bidder's percentage bid that shall be added to or subtracted from the Black Book Value to determine the final contract Selling Price. The bidder must clearly indicate if their Differential bid is a plus/positive (+) or minus/negative (-) percentage. Failure to indicate if you bid is a plus/positive (+) or minus/negative (-) WILL result in a bid luation as your bid being a **plus/positive** percentage.

The discount bid shall include all goods and services provided, including all fees, preparation, inspection and delivery up to 50 miles plus any delivery to Richmond Virginia. Except for additional mileage rates for deliveries in excess of 50 miles, no extra charges will be permitted. The bidder shall indicate the Differentials bid in the Pricing Schedule for each quantity volume discount structure as requested. Failure to provide a Differential amount for each Price Level will result in your bid being deemed non-responsive.

- c) Selling Price: The Selling Price shall be determined by applying (adding/subtracting) the discount percentage bid to the Black Book Value.

Example: Black Book Value is \$20,000. Discount bid is -3.0% or \$600
(\$20,000 – 600 = \$19,400 sale price)

The Contractor may sell vehicles for less than the pricing structure awarded; however, at no time shall vehicles be sold at higher costs.

Additional Delivery Charges: Mileage - Distance equal to or more than 51 miles: The vendor may add an additional delivery charge of no more than \$1.80 per mile

Bidders Worksheet

Complete and submit with your bid

A. State Delivery Times below:

In-stock vehicles (on the Contractor's lot) calendar days ARO: _____
 Vehicles not in stock calendar days ARO: _____

B. Scenario for completing form below: Black Book Value is \$20,000.

<u>Discount Prices Level</u>	<u>Vehicle Sale Qtys / each</u>	<u>+ / - Discount %</u>		<u>+ / - Dollars</u>	<u>≡</u>	<u>Net Sell Price</u>
1	1-5		=		=	\$ _____
2	6 – 10		=		=	\$ _____
3	11-15		=		=	\$ _____
4	16-20		=		=	\$ _____
5	21 +		=		=	\$ _____
				<u>Scenario: Net Total Sell Price (add level 1- thru 5)</u>	=	\$ _____
	Additional Mileage Rate (Scenario 300 miles)	\$ 1.80/ mile x 300 miles	=			\$ 540.00
				<u>Scenario Grand Total (add net + \$540)</u>	=	\$ _____

RETURN OF THIS PAGE IS REQUIRED

Solicitation Print

[Return to Solicitation](#) [Send to Printer](#)

Solicitation 7629

Procurement Folder: **102237** High-Risk: **Yes**
 Solicitation: **7629**
 Solicitation Type: **Invitation for Bids (IFB)** Status: **Open**
 Short Description: **Vehicle: Used Vehicles** Issued Date: **5/31/2022**
 Description: **The purpose of this Invitation for Bid (IFB) is to solicit sealed bids to establish a contract with one or more qualified suppliers to provide Passenger Cars (All sizes, two and/or four door) Vans - Mini, passenger and/or cargo Sport Utility Vehicles and Crossovers - all sized, AWD, 2WD and/or 4WE Light Duty Trucks - all sizes; not to exceed one ton (Class 3)**
 External Solicitation ID:
 External Solicitation Version:
 External Solicitation Type:
 Closing Date: **6/21/2022** Closing Time: **1:00 PM**
 Requestor Office: **E194** Phone: **(804) 786-4068**
 Preparer Office: **E194** Phone: **(804) 786-4068**
 Work Location: **Virginia-Statewide**
 Created By: **pcopelan5** Modified By: **pcopelan5**
 Created On: **4/29/2022** Modified On: **5/31/2022**

Attachments

Attachment Name: **IFB 7629 Vehicle Used Vehicles adv PC.pdf** Description: **IFB 7629 Vehicle Used Vehicles**

Contact Information

Pamela Copeland Phone: **(804) 786-4068**
 Email: **pamela.copeland@dgs.virginia.gov** Fax:

Other Events

Information not provided

Commodity Information

Lot 1: Lot 1

Lot 1, Line 1 Line Type: **Good**
 Commodity: **07104 Automobiles and Station Wagons** Quantity: **1**
 Specifications: Unit: **each**
 Description: **Passenger Cars (All sizes, two and/or four door) Vans - Mini, passenger and/or cargo Sport Utility Vehicles and Crossovers - all sized, AWD, 2WD and/or 4WE Light Duty Trucks - all sizes; not to exceed one ton (Class 3)** Requested Delivery Date:
 Manufacturer: Drawing:
 Part Number: Piece:
 Product/Category: Color:
 Serial Number: Size:
 Specification: Model:
 Detailed Instructions: Warranty:

Ship To

eVA-Shipping Exception
SEE COMMENTS
 eVA,VA 99999-9999
 US
 Shipping Method:
 MSDS Required?: **No**
 Hazardous Materials:
 Handling Instructions:
 Packing Instructions:
 Additional Instructions:
 Shipping Instructions:

Bill To

eVA-Billing Exception
 Same as Ship To Address
 eVA,VA 99999-9999
 US
 Billing Instructions:

External Lot Number:

External Line Number:

Build Commodity List

Line	Commodity	Description
1	07104	Automobiles and Station Wagons

Terms And Conditions

Section GEN

NOTE
 This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include

subparagraph 1.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation for bid.

VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".

APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION

By submitting their bids, bidders 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 § 2.2-4311 of the Virginia Public Procurement Act (VPPA). 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. (Code of Virginia, § 2.2-4343.1E). 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 the requirements of this section. d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook. e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated. f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract. 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.

ETHICS IN PUBLIC CONTRACTING

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.

IMMIGRATION REFORM

Applicable for all contracts over \$10,000: 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.

DEBARMENT STATUS

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

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.

MANDATORY USE OF STATE FORM

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

CLARIFICATION OF TERMS

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder 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.

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 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, the contractor shall 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 resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351. 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 (Code of Virginia, § 2.2-4363). 2. To Subcontractors: a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) 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 subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the 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 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.

PRECEDENCE OF TERMS

The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT 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.

QUALIFICATIONS OF BIDDERS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

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.

ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

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 terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, 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 Vendors Manual. 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.

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.

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. If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders 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 bidder 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 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 nonresponsive.

Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

TRANSPORTATION AND PACKAGING

By submitting their bids, all bidders 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.

INSURANCE

By signing and submitting a bid under this solicitation, the bidder 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 §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **MINIMUM INSURANCE COVERAGES AND LIMITS:** 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 requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. 2. Employer's Liability - \$100,000. 3. Commercial General Liability - \$1,000,000 per occurrence 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 shall be added as an additional insured to the policy by an endorsement. 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.) 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 Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) Code of Virginia § 8.01-581.15 <https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/> 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 \$2,000,000 per occurrence, \$6,000,000 aggregate Surveying \$1,000,000 per occurrence, \$1,000,000 aggregate

ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (www.eva.virginia.gov) for a minimum of 10 days.

DRUG-FREE WORKPLACE

Applicable for all contracts over \$10,000: 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.

NONDISCRIMINATION

A bidder 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 bidder 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.

eVA VENDOR REGISTRATION

The eVA Internet electronic procurement solution, web site 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 e-procurement solution by completing the free eVA Vendor Registration. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows: a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is: (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order. (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order. b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation with the eVA transaction fee specified above assessed for each order. For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eva.virginia.gov. The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

SET-ASIDES AWARD PRIORITY

This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids.

BID PRICE CURRENCY

Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.

AUTHORIZATION TO CONDUCT BUS.

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 pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact

business in the Commonwealth, 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.

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 agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. 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.

Reminders

Information not provided

Vendor List

Information not provided

Free Form Vendor

Information not provided

Publishing Options

Pre-Bid Conference Type:

Category: **Equipment - Non-Technology**

Pre-Bid Conference Date:

Publish Date: **5/31/2022**

Close Date: **6/21/2022**

Open Responses Date: **6/22/2022**

Pre-Bid Conference Time:

Publish Time: **3:15 PM**

Close Time: **1:00 PM**

Open Responses Time: **10:00 AM**



BASIC AUTO SALES

11371 Washington Hwy
 Ashland, Virginia 23005
 804-752-6658 fax 804-752-6934

Quote

Customer

Name Fluvanna County Department of Social Services
 Address 8880 B James Madison Highway
 City Fordk Union State VA Zip 3055
 Phone Kim Mabe 434-842-8221

Date 6/14/2023
 Order No. **Quote**
 Rep David Kube
 FOB 804-298-6707

Qty	Description	Unit Price	TOTAL
	2022 Chevrolet Silverado 1500 Work Truck RWD 8' bed with liner; regular cab; V8 engine; Bluetooth super console; remote tailgate; rear bumper step Exterior: white Odometer: approximately 13k-17k miles		
1	"Clean" Black Book Wholesale Value	\$32,275.00	\$32,275.00
1	State Contract Differential 7%	\$2,259.00	\$2,259.00
1	One Time Discount	-\$2,259.00	-\$2,259.00
	<i>Delivery is included up to first 50 miles</i>		
	3-year / 36,000 miles warranty (bumper-bumper) 5-year / 60,000 miles warranty (powertrain)		
	State Contract #E194-102237 eVA / Swam Vendor		

Payment Details

- Cash
- Check
- Credit Card

Payable to Basic Auto Sales
 Terms NET 30 DAYS
 Expires _____

SubTotal	
Shipping & Handling	
Taxes	
TOTAL	\$32,275.00

Office Use Only

Contact Information

6/14/2023

Company: Basic Auto Sales
 Contact: Kory Hummer
 E-Mail: koryhummer@aol.com

Telephone: 804 752 6554
 Fax:

Notes

Fluvanna County DSS

Vehicle Info For 2022 Chevrolet Silverado 1500 W/T Reg Cab 2WD LWB

MSRP: \$34,800	VIN: 3GCNAAEDN	Adj. State: Virginia
Loan Value: \$33,400	UVC: 2022160083	Mileage: 15000
Equip Ret: \$40,545	MPG: 19/22	Mileage Cat: G
Tire Size: 225/70R17	Weight: 6800	Cylinders: 8
Base HP: 310 @ 5600	Fuel Type: Gas	Transmission: A
Taxable HP: 45.0	Wheelbase: 141.5	Drive Train: 2WD
Model Number: CC10903	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AC AT CC V8		

Wholesale Black Book values as of 6/12/2023

	X-CL	Clean	Average	Rough
Base	\$33,875	\$31,850	\$29,100	\$26,450
Options	\$0	\$0	\$0	\$0
Mileage	\$225	\$425	\$625	\$825
Region	\$0	\$0	\$0	\$0
Adjusted	\$34,100	\$32,275	\$29,725	\$27,275

Trade In Black Book values as of 6/12/2023

	X-CL	Clean	Average	Rough
Base	N/A	\$32,455	\$29,925	\$24,860
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$425	\$625	\$825
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$32,880	\$30,550	\$25,685

Retail Black Book values as of 6/12/2023

	X-CL	Clean	Average	Rough
Base	\$39,200	\$36,700	\$32,150	\$29,325
Options	\$0	\$0	\$0	\$0

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.

hibit
VRR AA

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:

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:	mail:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	mail:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	mail:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	mail:
Dates of Service:	\$\$ Value:

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

PRR RI PA

PROCESSED AND RECORDED IN VIRGINIA

THIS OFFER SUBMITTED WITH YOU OR OS/BID. AIU TO ICUD
THIS OFFER AS SUBMITTED IN CONNECTION WITH YOU OR OS/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 Loudanna, 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 []

PROCESSED AND RECORDED IN VIRGINIA

STATE OF VIRGINIA

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.).

I respectfully submitted this _____ day of _____, 20____.

Complete if Bidder is an Entity

Witness the following duly authorized signature and seal:

Name of Entity: _____

By: _____ (Signature)

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 J

MEETING DATE:	July 5, 2023				
AGENDA TITLE:	Magic City Vehicle Purchase Agreement				
MOTION(s):	I move the Board of Supervisors approve the Vehicle Purchase Agreement between Magic City CDJR Bedford, LLC and Fluvanna County for eight 2023 Dodge Chargers RWD at a total cost of \$301,008 for the Sheriff's Department, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
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):	Tori Melton, Director of Finance				
PRESENTER(S):	Tori Melton, Director of Finance				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>Contract Terms the County should be aware of (highlights only, see contract for details):</p> <ul style="list-style-type: none"> • Pursuant to the Virginia Public Procurement Act, this a cooperatively procured contract off of the Cooperative Agreement. • Magic City promises and agrees that County shall receive the benefits of the Cooperative Agreement. Specifically, the cooperative agreement requires a 6% discount on all options. • Delivery will take place within 10 days after submittal to Magic City 				
FISCAL IMPACT:	No additional funding is required; the \$301,008 was budgeted in the FY24 CIP for County vehicle purchases.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Contract between Fluvanna County and Magic City CDJR Bedford, LLC • Exhibit 1 part 1 Bid-22-05-0917-Contract Award Agreement Dominion of Beford • Exhibit 1 part 2 Bid-22-05-0917R-ROA-Magic-City • Exhibit 2 - Fluvanna Co – 2023 Charger Pursuit V6 AWD Stock Quote • Exhibit 3 – County General Terms and Conditions • Exhibit 4 – Vendor Forms 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

	X	X	X		
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Vehicle Purchase Agreement – Eight (8) 2023 Dodge Chargers AWD

This **Vehicle Purchase Agreement** (together with all attachments and exhibits referenced herein, the “**Agreement**”), dated this ___ day of _____, 2023, made and entered into by and between Magic City CDJR Bedford, LLC, a Delaware corporation authorized to transact business in Virginia (“**Magic City**”), and Fluvanna County, a political subdivision of the Commonwealth of Virginia, together with the Fluvanna County Sheriff’s Office (together “**County**”) is effective as of the date this Agreement has been signed by all parties hereto (the “**Effective Date**”). The County of Fluvanna’s FEIN is 54-6001282; and the County of Fluvanna is a tax-exempt public body. Magic City acquired Dominion of Bedford, Inc. and assumed all terms and conditions of the Cooperative Agreement, as defined in Section 2 below.

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

- a. “**Magic City Proposal**” means collectively the Cooperative Agreement, Quote, and Warranty, each defined below.
- b. “**Options**” means all those options and additional features and items set forth in the Quote.
- c. “**Specifications**” means all of the general and particular specifications, warranties, and other requirements for and relating to the Vehicles contained in the Magic City Proposal being provided to County or required by this Agreement or the County’s General Terms (as defined in Section 2).
- d. “**Vehicles**” means the Vehicles and any associated options and equipment sold to County by Magic City pursuant to the Magic City Proposal and consistent with all requirements of the Magic City Proposal and the Specifications, and specifically including all Options, and Delivery of Vehicles to the County.
- e. “**Delivery**” means the date Magic City delivers the Vehicles and makes available to the County in Fluvanna County, Virginia at the following address: Fluvanna County Sheriff, c/o: East Cost Emergency Vehicles LLC 2755 Richmond Road, Troy, VA 22974.
- f. “**Warranty**” means any and all warranties under this Agreement including without limitation any warranties under the Magic City Proposal and 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: Vehicle & Motorcycle Procurement Program Contract Award Agreement Bid 22-05-0917 between the Virginia Sheriffs’ Association (“VSA”) and Dominion of Bedford, Inc. dated October 12, 2021, as modified by that rollover agreement Vehicle & Motorcycle Procurement Program Contract Award Agreement Bid 22-05-0917R between the VSA and Magic City dated October 9, 2022 (together with all documents incorporated by reference including without limitation the VSA Solicitation and Contract Terms and Conditions referred to herein as the “Cooperative Agreement”); and
- b. Exhibit 2: Quote dated June 22, 2023 together with the specifications (the “Quote”); and
- c. Exhibit 3: Fluvanna County’s General Terms, Conditions and Instructions to Bidders and Contractors (the “County’s General Terms”); and
- d. Exhibit 4: Vendor forms.

3. Cooperative Procurement. Pursuant to the Virginia Public Procurement Act, this a cooperatively procured contract off of the Cooperative Agreement. Magic City related to the sale of the Vehicles and the Vehicles must meet or exceed all terms, provisions and requirements of the Cooperative Agreement, the Magic City Proposal and this Agreement. Magic City promises and agrees that County shall receive the benefits of the Cooperative Agreement and the County shall have all rights and remedies under the Cooperative Agreement. Notwithstanding any other provisions hereof, Magic City represents and warrants that all pricing in this Agreement for the Vehicles is consistent with or lower than the pricing

Vehicle Purchase Agreement – Eight (8) 2023 Dodge Chargers AWD

set forth in the Cooperative Agreement and all Vehicles purchased hereunder are available under the Cooperative Agreement. **SPECIFICALLY, THE COOPERATIVE AGREEMENT REQUIRES A 6% DISCOUNT ON ALL OPTIONS AND CONTRACTOR REPRESENTS AND WARRANTS TO THE COUNTY THAT ITS QUOTE INCLUDES A 6% DISCOUNT OR MORE ON EVERY OPTION AS REQUIRED BY THE COOPERATIVE AGREEMENT.** The County is materially relying on such representations and warranties in executing this Agreement as a cooperative procurement pursuant to Virginia law.

4. Purchase and Payment. For the promises contained herein and the Vehicles the County agrees to pay a total purchase price for both Vehicles of **THREE HUNDRED AND ONE THOUSAND EIGHT HUNDRED NO/100 DOLLARS (\$301,800.00)** (“**Purchase Price**”) (note: per the Quote each vehicle is \$37,626.00). The Purchase Price which includes Delivery of the Vehicles and all warranties, manuals, keys and associated tags and inspections if any kind, may be invoiced by Magic City to the County only after the Completion Date, as defined below, and the County shall have forty-five (45) days to pay such proper invoice. Final payment shall be made in accordance with Section 47 “Payment” of the County’s General Terms, and in no event shall Magic City be finally paid prior to the Completion Date. The date that all Vehicles are Delivered and in full compliance with this Agreement, to the sole satisfaction of the County is the “**Completion Date**”. Any and all provisions of this Agreement or any exhibit hereto that by their terms are intended or implied to survive the Completion Date shall so survive including without limitation Warranties.

5. Delivery, Inspection and Acceptance.

(a) Delivery. Magic City will Deliver of the Vehicles within ten (10) days of the Effective Date; time being of the essence. Risk of loss shall pass to County upon Delivery of the Vehicles to the County at County location with prior notice of the Delivery Date and time provided to County in advance.

(b) Inspection and Acceptance. County shall have at minimum thirty (30) days from Delivery or more if permitted under the Cooperative Agreement within which to inspect the Vehicles for conformance to the Specifications, and in the event of non-conformance to the Specifications to furnish Magic City with written notice sufficient to permit Magic City to evaluate such non-conformance (“Notice of Defect”). Any Vehicles not in conformance to Specifications shall be remedied by Magic City within thirty (30) days from the Notice of Defect. In the event that Magic City fails to remedy a defect within thirty (30) days as required under this Agreement, County may choose to: (1) Reject the Vehicles in their entirety and receive a complete reimbursement of any and all payments made to Magic City under this agreement, Magic City shall also be required at its sole cost and expense to remove the non-confirming Vehicles and this Agreement shall be deemed null and void and of no further force and effect; or (2) Accept the non-conforming Vehicles subject to a discount equal to either (i) the value of the missing or defective parts, equipment or portions of the Vehicles including any cost to install or make such part, equipment or portion operable, or (ii) the actual cost of the missing or defective part, equipment or portion of the Vehicles including any installation or service fees necessary to make such part, equipment or portion operable based on invoices and receipts. Nothing in this Section is intended to limit any repairs, services or equipment covered under a warranty provided with the Vehicles and Magic City agrees to respond to all warranty claims and repairs promptly and with due diligence.

6. Title: The County is using bond proceeds to pay for Vehicles, and the titles for the Vehicles shall reflect a lienholder of the County as follows: JPMorgan Chase Bank, N.A., PO Box 6026, Chicago, IL 60680.

Vehicle Purchase Agreement – Eight (8) 2023 Dodge Chargers AWD

7. 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:

Magic City:

Magic City CDJR Bedford, LLC
1750 Independence Blvd.
Bedford, VA 24523
Phone: (540) 525-9608
bsinclair@magiccityautogroup.com

County:

Fluvanna County
Attn: Purchasing Officer
132 Main Street
P.O. Box 540
Palmyra, VA 22963
Phone: (434) 591-1937

With a Copy to: Fluvanna County Attorney
132 Main Street
Palmyra, VA 22963; and

Fluvanna County Sheriff
160 Commons Blvd
Palmyra, VA 22963

- 8. Other Terms. The County’s General Terms are attached hereto as Exhibit 4 and incorporated herein by reference as a material part of this Agreement.
- 9. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Vehicles. Additional or different terms proposed by the County shall not be applicable, unless accepted in writing by Magic City’s authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Magic City’s authorized representative.
- 10. 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 Quote; (iii) the County’s General Terms; and (iv) the Cooperative Agreement. For clarification, (i) would control over (ii) though (iv); (ii) would control over (iii) and (iv); and so forth.

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

Vehicle Purchase Agreement – Eight (8) 2023 Dodge Chargers AWD

Magic City:
Magic City CDJR Bedford, LLC

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

By: _____ Date: _____ By: _____ Date: _____
: _____

Name: _____ Name: _____

Title: _____ Title: _____

County:
Fluvanna County Sheriff’s Office, a political
subdivision of the Commonwealth of Virginia

By: _____ Date: _____

Name: Eric Hess, Fluvanna County Sheriff

DATE:

APPROVED AS TO FORM:

Dan N. Whitten,
Fluvanna County Attorney



**Vehicle & Motorcycle Procurement Program
Contract Award Agreement
Bid 22-05-0917**

We are pleased to announce the Virginia Sheriffs' Association has successfully completed its statewide competitive award for vehicles and motorcycles effective October 9, 2021 through October 8, 2022.

Congratulations, your dealership has been included on the Association's specification contract controlled by the Virginia Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions. Your dealership has been awarded all vehicles outlined in the attached document by dealership and zone. This contract award also includes all model code upgrades or downgrades listed in the Association's base model specifications.

By the award of this contract based on your dealership's bid for Solicitation Number 22-05-0917, all terms and conditions set forth in the Invitation for Bids are incorporated herein by reference and agreed to by the Contractor and the Virginia Sheriffs' Association.

X [Handwritten Signature]

Signature of Authorized Representative

X Bob Kaplan

Printed Name of Authorized Representative

X DOMINION OF BEDFORD

Contractor/Dealership Name (Please Print)

X 10/12/21

Date

X [Handwritten Signature]

Signature of VSA Executive Director

X John W. Jones

Printed Name of VSA Executive Director

X 10/9/2021

Date

VSA Vehicle & Motorcycle Procurement - Bid 22-05-0917

Item Number and Vehicle	Awarded Dealer	Zones
Item: 1, Daimler, Sprinter Cab Chassis 3500XD 144"WB 6 Cylinder, MXCC44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 2, Daimler, Sprinter Cab Chassis 4500 144"WB 6 Cylinder, M4CC44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 3, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Crew Cab, W3G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 3, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Crew Cab, W3G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 4, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Regular Cab, F3G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 4, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Regular Cab, F3G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 5, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Super Cab 168" WB, X3G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 5, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Super Cab 168" WB, X3G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 6, Ford, F-350 60 CA Chassis DRW XL 4x4 SD Crew Cab, W3H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 6, Ford, F-350 60 CA Chassis DRW XL 4x4 SD Crew Cab, W3H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 7, Ford, F-350 60 CA Chassis DRW XL 4x4 SD Regular Cab, F3H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 7, Ford, F-350 60 CA Chassis DRW XL 4x4 SD Regular Cab, F3H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 8, Ford, F-350 60 CA Chassis DRW XL 4x4 SD Super Cab 168" WB, X3H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 8, Ford, F-350 60 CA Chassis DRW XL 4x4 SD Super Cab 168" WB, X3H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 9, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Crew Cab, W3E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 9, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Crew Cab, W3E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 10, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Regular Cab, F3E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 10, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Regular Cab, F3E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 11, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Super Cab 168" WB, X3E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 11, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Super Cab 168" WB, X3E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 12, Ford, F-350 60 CA Chassis SRW XL 4x4 SD Crew Cab, W3F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 12, Ford, F-350 60 CA Chassis SRW XL 4x4 SD Crew Cab, W3F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 13, Ford, F-350 60 CA Chassis SRW XL 4x4 SD Regular Cab, F3F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 13, Ford, F-350 60 CA Chassis SRW XL 4x4 SD Regular Cab, F3F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 14, Ford, F-350 60 CA Chassis SRW XL 4x4 SD Super Cab 168" WB, X3F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 14, Ford, F-350 60 CA Chassis SRW XL 4x4 SD Super Cab 168" WB, X3F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 15, Ford, F-450 Chassis XL 4x2 SD Crew Cab - CA of 60, W4G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 15, Ford, F-450 Chassis XL 4x2 SD Crew Cab - CA of 60, W4G	Sheehy Ford Lincoln of Richmond	No Delivery
Item: 16, Ford, F-450 Chassis XL 4x2 SD Regular Cab - CA of 60, F4G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 16, Ford, F-450 Chassis XL 4x2 SD Regular Cab - CA of 60, F4G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 17, Ford, F-450 Chassis XL 4x2 SD Super Cab - CA of 60, X4G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 17, Ford, F-450 Chassis XL 4x2 SD Super Cab - CA of 60, X4G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 18, Ford, F-450 Chassis XL 4x4 SD Crew Cab - CA of 60, W4H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 18, Ford, F-450 Chassis XL 4x4 SD Crew Cab - CA of 60, W4H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 19, Ford, F-450 Chassis XL 4x4 SD Regular Cab - CA of 60, F4H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 19, Ford, F-450 Chassis XL 4x4 SD Regular Cab - CA of 60, F4H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 20, Ford, F-450 Chassis XL 4x4 SD Super Cab - CA of 60, X4H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 20, Ford, F-450 Chassis XL 4x4 SD Super Cab - CA of 60, X4H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 21, Ford, F-550 Chassis XL 4x2 SD Crew Cab - CA of 60, W5G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 21, Ford, F-550 Chassis XL 4x2 SD Crew Cab - CA of 60, W5G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 22, Ford, F-550 Chassis XL 4x2 SD Regular Cab - CA of 60, F5G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 22, Ford, F-550 Chassis XL 4x2 SD Regular Cab - CA of 60, F5G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 23, Ford, F-550 Chassis XL 4x2 SD Super Cab - CA of 60, X5G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 23, Ford, F-550 Chassis XL 4x2 SD Super Cab - CA of 60, X5G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 24, Ford, F-550 Chassis XL 4x4 SD Crew Cab - CA of 60, W5H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 24, Ford, F-550 Chassis XL 4x4 SD Crew Cab - CA of 60, W5H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 25, Ford, F-550 Chassis XL 4x4 SD Regular Cab - CA of 60, F5H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 25, Ford, F-550 Chassis XL 4x4 SD Regular Cab - CA of 60, F5H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 26, Ford, F-550 Chassis XL 4x4 SD Super Cab - CA of 60, X5H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 26, Ford, F-550 Chassis XL 4x4 SD Super Cab - CA of 60, X5H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 27, Ford, F-600 Chassis XL 4X2 SD Regular Cab - CA of 60, F6K	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 27, Ford, F-600 Chassis XL 4X2 SD Regular Cab - CA of 60, F6K	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 28, Ford, F-600 Chassis XL 4X4 SD Regular Cab - CA of 60, F6L	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 28, Ford, F-600 Chassis XL 4X4 SD Regular Cab - CA of 60, F6L	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 47, General Motors, Chevrolet 3500 Low-Cab Forward - Gas Regular Cab 109" WB, CP11003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 48, General Motors, Chevrolet 4500 HD Low-Cab Forward - Diesel Regular Cab 109" WB, CT31003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 49, General Motors, Chevrolet 4500 Low-Cab Forward - Gas Regular Cab 109" WB, CP31003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 50, General Motors, Chevrolet 4500 XD Low-Cab Forward - Diesel Regular Cab 109" WB, CT41003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 51, General Motors, Chevrolet 5500 HD Low-Cab Forward - Diesel Regular Cab 109" WB, CT51003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 52, General Motors, Chevrolet 5500 XD Low-Cab Forward - Diesel Regular Cab 109" WB, CT61003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 53, General Motors, Chevrolet 6500 XD Low-Cab Forward - Diesel Regular Cab 152" WB, CT73203	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 54, General Motors, Chevrolet Express 3500 Cut-Away Work Van SRW 139" WB, CG33503	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 54, General Motors, Chevrolet Express 3500 Cut-Away Work Van SRW 139" WB, CG33503	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 55, General Motors, Chevrolet Silverado 3500HD Chassis Cab 2WD Crew Cab (177" WB, 60" CA), CC31043	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 55, General Motors, Chevrolet Silverado 3500HD Chassis Cab 2WD Crew Cab (177" WB, 60" CA), CC31043	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 56, General Motors, Chevrolet Silverado 3500HD Chassis Cab 2WD Regular Cab (146" WB, 60" CA), CC31003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 56, General Motors, Chevrolet Silverado 3500HD Chassis Cab 2WD Regular Cab (146" WB, 60" CA), CC31003	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 57, General Motors, Chevrolet Silverado 4500HD 2WD Crew Cab DRW (175" WB, 60" CA), CC56043	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 58, General Motors, Chevrolet Silverado 4500HD 2WD Regular Cab DRW (141" WB, 60" CA), CC56403	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 59, General Motors, Chevrolet Silverado 5500HD 2WD Crew Cab DRW (175" WB, 60" CA), CC56043	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 60, General Motors, Chevrolet Silverado 5500HD 2WD Regular Cab DRW (141" WB, 60" CA), CC56403	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 61, General Motors, Chevrolet Silverado 6500HD 2WD Crew Cab DRW (175" WB, 60" CA), CC56043	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 62, General Motors, Chevrolet Silverado 6500HD 2WD Regular Cab DRW (141" WB, 60" CA), CC56403	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 63, Stellantis, Ram 3500 Tradesman Crew Cab Chassis 4X2 (172.4" WB - CA of 60"), DD3L93	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 63, Stellantis, Ram 3500 Tradesman Crew Cab Chassis 4X2 (172.4" WB - CA of 60"), DD3L93	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 64, Stellantis, Ram 3500 Tradesman Crew Cab Chassis 4X4 (172.4" WB - CA of 60"), DD8L93	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 64, Stellantis, Ram 3500 Tradesman Crew Cab Chassis 4X4 (172.4" WB - CA of 60"), DD8L93	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 65, Stellantis, Ram 3500 Tradesman Regular Cab Chassis 4X2 (143.5" WB - CA of 60"), DD3L63	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 65, Stellantis, Ram 3500 Tradesman Regular Cab Chassis 4X2 (143.5" WB - CA of 60"), DD3L63	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 66, Stellantis, Ram 3500 Tradesman Regular Cab Chassis 4X4 (143.5" WB - CA of 60"), DD8L63	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 66, Stellantis, Ram 3500 Tradesman Regular Cab Chassis 4X4 (143.5" WB - CA of 60"), DD8L63	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 67, Stellantis, Ram 4500 Tradesman Crew Chassis Cab DRW 4X2 (173.4" WB - CA of 60"), DP4L93	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 67, Stellantis, Ram 4500 Tradesman Crew Chassis Cab DRW 4X2 (173.4" WB - CA of 60"), DP4L93	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 68, Stellantis, Ram 4500 Tradesman Crew Chassis Cab DRW 4X4 (173.4" WB - CA of 60"), DP9L93	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 68, Stellantis, Ram 4500 Tradesman Crew Chassis Cab DRW 4X4 (173.4" WB - CA of 60"), DP9L93	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 69, Stellantis, Ram 4500 Tradesman Regular Chassis Cab DRW 4X2 (144.5 in WB - CA of 60 in), DP4L63	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 69, Stellantis, Ram 4500 Tradesman Regular Chassis Cab DRW 4X2 (144.5 in WB - CA of 60 in), DP4L63	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 70, Stellantis, Ram 4500 Tradesman Regular Chassis Cab DRW 4X4 (144.5" WB - CA of 60"), DP9L63	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 70, Stellantis, Ram 4500 Tradesman Regular Chassis Cab DRW 4X4 (144.5" WB - CA of 60"), DP9L63	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 71, Stellantis, Ram 5500 Tradesman Crew Cab Chassis 4X2 (173.4" WB - CA of 60"), DP5L93	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 71, Stellantis, Ram 5500 Tradesman Crew Cab Chassis 4X2 (173.4" WB - CA of 60"), DP5L93	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 72, Stellantis, Ram 5500 Tradesman Crew Cab Chassis 4X4 (173.4" WB - CA of 60"), DP0L93	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 72, Stellantis, Ram 5500 Tradesman Crew Cab Chassis 4X4 (173.4" WB - CA of 60"), DP0L93	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 73, Stellantis, Ram 5500 Tradesman Regular Cab Chassis 4X2 (144.5" WB - CA of 60"), DP5L63	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 73, Stellantis, Ram 5500 Tradesman Regular Cab Chassis 4X2 (144.5" WB - CA of 60"), DP5L63	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 74, Stellantis, Ram 5500 Tradesman Regular Cab Chassis 4X4 (144.5" WB - CA of 60"), DP0L63	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 74, Stellantis, Ram 5500 Tradesman Regular Cab Chassis 4X4 (144.5" WB - CA of 60"), DP0L63	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 75, Stellantis, Ram Promaster Cab Chassis - 3500 Cab Chassis Low Roof (159" WB - CA of 104"), VF3L04	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 75, Stellantis, Ram Promaster Cab Chassis - 3500 Cab Chassis Low Roof (159" WB - CA of 104"), VF3L04	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 76, Ford, Escape SE Sport AWD Hybrid, U9B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 76, Ford, Escape SE Sport AWD Hybrid, U9B	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 77, Ford, Escape SE Sport FWD Hybrid, U0B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 77, Ford, Escape SE Sport FWD Hybrid, U0B	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 81, Ford, E-Transit T-350 Cargo Van High Roof Extended 148" WB, W3X	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 81, Ford, E-Transit T-350 Cargo Van High Roof Extended 148" WB, W3X	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 82, Ford, E-Transit T-350 Cargo Van Low Roof Regular 130" WB, W1Y	Sheehy Ford Lincoln of Richmond	Colonial, Heritage, Chesapeake, No Delivery
Item: 82, Ford, E-Transit T-350 Cargo Van Low Roof Regular 130" WB, W1Y	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 83, Ford, E-Transit T-350 Cargo Van Medium Roof Regular 130" WB, W9C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 83, Ford, E-Transit T-350 Cargo Van Medium Roof Regular 130" WB, W9C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 84, Ford, E-Transit T-350 Chassis Cab Low Roof Extended 178" WB, W5Z	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 84, Ford, E-Transit T-350 Chassis Cab Low Roof Extended 178" WB, W5Z	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 85, Ford, E-Transit T-350 Cutaway Low Roof Extended 178" WB, W5P	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 85, Ford, E-Transit T-350 Cutaway Low Roof Extended 178" WB, W5P	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 86, Ford, Explorer Limited HEV 4WD, K8F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 86, Ford, Explorer Limited HEV 4WD, K8F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 87, Ford, Explorer Limited HEV RWD, K7F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 87, Ford, Explorer Limited HEV RWD, K7F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 88, Ford, F-150 Crew Cab Lightning, W1E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 89, Ford, F-150 SuperCrew Cab Hybrid 4x2 145" WB, W1C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 89, Ford, F-150 SuperCrew Cab Hybrid 4x2 145" WB, W1C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 90, Ford, F-150 SuperCrew Cab Hybrid 4x4 145" WB, W1E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 90, Ford, F-150 SuperCrew Cab Hybrid 4x4 145" WB, W1E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 91, Ford, Maverick Super Crew XL FWD, W8E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 91, Ford, Maverick Super Crew XL FWD, W8E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 92, Ford, Mustang Mach-E AWD, K1S	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 92, Ford, Mustang Mach-E AWD, K1S	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 93, Ford, Mustang Mach-E RWD, K1R	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 93, Ford, Mustang Mach-E RWD, K1R	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 94, Ford, Police Interceptor Hybrid, K8A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 94, Ford, Police Interceptor Hybrid, K8A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 95, General Motors, Chevrolet Bolt EUV, 1FF48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 95, General Motors, Chevrolet Bolt EUV, 1FF48	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 96, General Motors, Chevrolet Bolt LT, 1FB48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 96, General Motors, Chevrolet Bolt LT, 1FB48	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 97, Nissan, Leaf S - 40kWh, 17012	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 97, Nissan, Leaf S - 40kWh, 17012	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 98, Stellantis, Chrysler Pacifica Hybrid Touring, RUEH53	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 98, Stellantis, Chrysler Pacifica Hybrid Touring, RUEH53	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 99, Stellantis, Jeep Wrangler 4xe, JLXP74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 117, Harley-Davidson, Pan America, RA1250S	Richmond Harley Davidson	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 118, Harley-Davidson, Police, FLHP Road King	Richmond Harley Davidson	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 119, Harley-Davidson, Police, FLHTP Electra Glide	Richmond Harley Davidson	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 120, Harley-Davidson, Police, XL883L Sportster	Richmond Harley Davidson	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 122, General Motors, Chevrolet Malibu 1FL LS, 1ZC69	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 122, General Motors, Chevrolet Malibu 1FL LS, 1ZC69	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 123, General Motors, Chevrolet Spark LS CVT 1SB, 1DR48	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 123, General Motors, Chevrolet Spark LS CVT 1SB, 1DR48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 124, Nissan, Altima Sedan 2.5S FWD, 13112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 124, Nissan, Altima Sedan 2.5S FWD, 13112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 125, Nissan, Altima Sedan 2.5SL FWD, 13712	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 126, Nissan, Altima Sedan 2.5SR FWD, 13512	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 127, Nissan, Altima Sedan 2.5SV FWD, 13312	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 128, Nissan, Maxima SV, 16112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 128, Nissan, Maxima SV, 16112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 129, Nissan, Sentra S, 12012	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 129, Nissan, Sentra S, 12012	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 130, Nissan, Versa S CVT, 10112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 130, Nissan, Versa S CVT, 10112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 131, Stellantis, Chrysler 300 Touring, LXCH48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 131, Stellantis, Chrysler 300 Touring, LXCH48	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 132, Stellantis, Dodge Challenger SXT - AWD, LAEH22	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 132, Stellantis, Dodge Challenger SXT - AWD, LAEH22	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 133, Stellantis, Dodge Challenger SXT - RWD, LADH22	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 133, Stellantis, Dodge Challenger SXT - RWD, LADH22	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 134, Stellantis, Dodge Charger SXT Sedan - AWD, LDES48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 134, Stellantis, Dodge Charger SXT Sedan - AWD, LDES48	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 135, Stellantis, Dodge Charger SXT Sedan - RWD, LDDM48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 135, Stellantis, Dodge Charger SXT Sedan - RWD, LDDM48	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 139, Ford, Police Interceptor Utility AWD - 3.3 Gas Engine, K8A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 139, Ford, Police Interceptor Utility AWD - 3.3 Gas Engine, K8A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 140, Ford, Police Interceptor Utility AWD - Ecoboost, K8A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 140, Ford, Police Interceptor Utility AWD - Ecoboost, K8A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 141, Ford, Police Rated Responder - F-150 4X4, W1P	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 141, Ford, Police Rated Responder - F-150 4X4, W1P	Haley Ford South	Dogwood, Colonial, Heritage, No Delivery
Item: 141, Ford, Police Rated Responder - F-150 4X4, W1P	Hall Automotive, LLC	Chesapeake, No Delivery
Item: 142, General Motors, Chevrolet Tahoe 1500 Full Size Police Rated Utility 2WD, CC10706/9C1	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 143, Stellantis, Dodge Charger Full Size Police Rated Sedan - AWD - 3.6L V6, LDEE48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 143, Stellantis, Dodge Charger Full Size Police Rated Sedan - AWD - 3.6L V6, LDEE48	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 144, Stellantis, Dodge Charger Full Size Police Rated Sedan - RWD - 5.7 liter Hemi V8, LDDE48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 144, Stellantis, Dodge Charger Full Size Police Rated Sedan - RWD - 5.7 liter Hemi V8, LDDE48	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 145, Stellantis, Dodge Durango Pursuit AWD, WDEE75	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 145, Stellantis, Dodge Durango Pursuit AWD, WDEE75	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 146, Ford, Expedition XL SSV 4X2, U1F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 146, Ford, Expedition XL SSV 4X2, U1F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 147, Ford, Expedition XL SSV 4X4, U1G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 147, Ford, Expedition XL SSV 4X4, U1G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 148, General Motors, Chevrolet Bolt EUV Special Service Vehicle (SSV), 1FF48/5W4	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 148, General Motors, Chevrolet Bolt EUV Special Service Vehicle (SSV), 1FF48/5W4	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 149, General Motors, Chevrolet Bolt EV Special Service Vehicle (SSV), 1FB48/5W4	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 149, General Motors, Chevrolet Bolt EV Special Service Vehicle (SSV), 1FB48/5W4	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 150, General Motors, Chevrolet Silverado 1500 Short Bed SSV 2WD, CC18543	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 150, General Motors, Chevrolet Silverado 1500 Short Bed SSV 2WD, CC18543	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 151, General Motors, Chevrolet Tahoe 1500 Full Size Special Service Utility 4WD, CK10706/5W4	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 152, Stellantis, Dodge Durango Special Service - RWD, WDDE75	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 152, Stellantis, Dodge Durango Special Service - RWD, WDDE75	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 153, Stellantis, Ram 1500 Special Service Crew Cab 4X4 5.7L Hemi V8, DS6T98	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 153, Stellantis, Ram 1500 Special Service Crew Cab 4X4 5.7L Hemi V8, DS6T98	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 154, Ford, Bronco Sport, R9A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 154, Ford, Bronco Sport, R9A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 155, Ford, Ecosport S 4x4, S3F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 155, Ford, Ecosport S 4x4, S3F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 156, Ford, Ecosport S FWD, S2F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 156, Ford, Ecosport S FWD, S2F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 157, Ford, Ecosport SE 4x4, S2G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 157, Ford, Ecosport SE 4x4, S2G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 158, Ford, Ecosport SE FWD, S3G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 158, Ford, Ecosport SE FWD, S3G	Sheehy Ford Lincoln of Richmond	Heritage, Chesapeake, No Delivery
Item: 159, Ford, Edge SE AWD, K4G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 159, Ford, Edge SE AWD, K4G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 161, Ford, Escape S - FWD, U0F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 161, Ford, Escape S - FWD, U0F	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 162, Ford, Escape S 4x4, U9F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 162, Ford, Escape S 4x4, U9F	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 163, Ford, Escape SE - 4X4, U9G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 163, Ford, Escape SE - 4X4, U9G	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 164, Ford, Expedition XL 4X2, U1F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Chesapeake, No Delivery
Item: 164, Ford, Expedition XL 4X2, U1F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 165, Ford, Expedition XL 4X4, U1G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 165, Ford, Expedition XL 4X4, U1G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 166, Ford, Explorer 4X4 2.3L, K8B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 166, Ford, Explorer 4X4 2.3L, K8B	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 167, Ford, Explorer RWD 2.3L, K7B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 167, Ford, Explorer RWD 2.3L, K7B	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 168, Ford, Explorer XLT 4X4 2.3L, K8D	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 168, Ford, Explorer XLT 4X4 2.3L, K8D	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 169, Ford, Explorer XLT RWD 2.3L, K7D	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 169, Ford, Explorer XLT RWD 2.3L, K7D	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 170, General Motors, Chevrolet Blazer FWD LT, 1NK26	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 170, General Motors, Chevrolet Blazer FWD LT, 1NK26	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 171, General Motors, Chevrolet Equinox - FWD - LS, 1XP26	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 171, General Motors, Chevrolet Equinox - FWD - LS, 1XP26	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 172, General Motors, Chevrolet Suburban 2WD - 1FL, CC10906	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 172, General Motors, Chevrolet Suburban 2WD - 1FL, CC10906	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 173, General Motors, Chevrolet Tahoe 2WD 1FL, CC10706	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 173, General Motors, Chevrolet Tahoe 2WD 1FL, CC10706	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 174, General Motors, Chevrolet Trailblazer FWD LS, 1TR56	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 174, General Motors, Chevrolet Trailblazer FWD LS, 1TR56	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 175, General Motors, Chevrolet Traverse FWD LS, 1NB56	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 175, General Motors, Chevrolet Traverse FWD LS, 1NB56	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 176, General Motors, Chevrolet Trax LS AWD, 1JR76	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 176, General Motors, Chevrolet Trax LS AWD, 1JR76	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 177, Nissan, Armada S 4x2, 26712	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 177, Nissan, Armada S 4x2, 26712	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 178, Nissan, Armada SL 4x2, 26312	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 178, Nissan, Armada SL 4x2, 26312	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 179, Nissan, Armada SV 4x2, 26112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 179, Nissan, Armada SV 4x2, 26112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 180, Nissan, Kicks S, 21012	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 180, Nissan, Kicks S, 21012	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 181, Nissan, Murano S FWD, 23112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 181, Nissan, Murano S FWD, 23112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 182, Nissan, Pathfinder S 2WD, 25112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 182, Nissan, Pathfinder S 2WD, 25112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 183, Nissan, Rogue S - FWD, 22112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 183, Nissan, Rogue S - FWD, 22112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 184, Nissan, Rogue Sport S - FWD, 27112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 184, Nissan, Rogue Sport S - FWD, 27112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 185, Stellantis, Dodge Durango SXT - AWD, WDEL75	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 185, Stellantis, Dodge Durango SXT - AWD, WDEL75	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 186, Stellantis, Dodge Durango SXT - RWD, WDDL75	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 186, Stellantis, Dodge Durango SXT - RWD, WDDL75	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 187, Stellantis, Jeep Cherokee - Latitude 4X4, KLJM74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 187, Stellantis, Jeep Cherokee - Latitude 4X4, KLJM74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 188, Stellantis, Jeep Cherokee - Latitude FWD, KLTM74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 188, Stellantis, Jeep Cherokee - Latitude FWD, KLTM74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 189, Stellantis, Jeep Compass Sport 4x4, MPJL74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 189, Stellantis, Jeep Compass Sport 4x4, MPJL74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 190, Stellantis, Jeep Compass Sport FWD, MPTL74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 190, Stellantis, Jeep Compass Sport FWD, MPTL74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 191, Stellantis, Jeep Grand Cherokee Laredo 4x2, WKTH74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 191, Stellantis, Jeep Grand Cherokee Laredo 4x2, WKTH74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 192, Stellantis, Jeep Grand Cherokee Laredo 4X4, WKJH74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 192, Stellantis, Jeep Grand Cherokee Laredo 4X4, WKJH74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 193, Stellantis, Jeep Renegade Sport 4x2, BVTL74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 193, Stellantis, Jeep Renegade Sport 4x2, BVTL74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 194, Stellantis, Jeep Renegade Sport 4x4, BVJL74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 194, Stellantis, Jeep Renegade Sport 4x4, BVJL74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 195, Stellantis, Jeep Wrangler 2 Door Sport, JLJL72	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 195, Stellantis, Jeep Wrangler 2 Door Sport, JLJL72	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 196, Stellantis, Jeep Wrangler 4 Door Sport, JLJL74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 196, Stellantis, Jeep Wrangler 4 Door Sport, JLJL74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 200, Ford, F-150 Regular Cab 4x2 122.5" WB, F1C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 200, Ford, F-150 Regular Cab 4x2 122.5" WB, F1C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 201, Ford, F-150 Regular Cab 4x4 122.5" WB, F1E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 201, Ford, F-150 Regular Cab 4x4 122.5" WB, F1E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 202, Ford, F-150 Super Cab 4x2 145" WB, X1C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 202, Ford, F-150 Super Cab 4x2 145" WB, X1C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 203, Ford, F-150 Super Cab 4x4 145" WB, X1E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 203, Ford, F-150 Super Cab 4x4 145" WB, X1E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 204, Ford, F-150 SuperCrew Cab XL 4x2 145" WB, W1C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 204, Ford, F-150 SuperCrew Cab XL 4x2 145" WB, W1C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 205, Ford, F-150 SuperCrew Cab XL 4x4 145" WB, W1E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 205, Ford, F-150 SuperCrew Cab XL 4x4 145" WB, W1E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 206, Ford, F-250 Short Bed XL 4x2 SD Crew Cab, W2A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 206, Ford, F-250 Short Bed XL 4x2 SD Crew Cab, W2A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 207, Ford, F-250 Short Bed XL 4x2 SD Super Cab, X2A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 207, Ford, F-250 Short Bed XL 4x2 SD Super Cab, X2A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 208, Ford, F-250 Short Bed XL 4x4 SD Crew Cab, W2B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 208, Ford, F-250 Short Bed XL 4x4 SD Crew Cab, W2B	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 209, Ford, F-250 Short Bed XL 4x4 SD Super Cab, X2B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 209, Ford, F-250 Short Bed XL 4x4 SD Super Cab, X2B	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 210, Ford, F-250 XL 4x2 SD Regular Cab, F2A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 210, Ford, F-250 XL 4x2 SD Regular Cab, F2A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 211, Ford, F-250 XL 4x4 SD Regular Cab, F2B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 211, Ford, F-250 XL 4x4 SD Regular Cab, F2B	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 212, Ford, F-350 XL 4x2 SD Crew Cab Pick-up 8' Box, 176" WB, DRW, W3C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 212, Ford, F-350 XL 4x2 SD Crew Cab Pick-up 8' Box, 176" WB, DRW, W3C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 213, Ford, F-350 XL 4x2 SD Crew Cab Pick-up Short Bed, 160" WB, SRW, W3A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 213, Ford, F-350 XL 4x2 SD Crew Cab Pick-up Short Bed, 160" WB, SRW, W3A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 214, Ford, F-350 XL 4x2 SD Regular Cab Pick-up 8` box 142" WB DRW, F3C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 214, Ford, F-350 XL 4x2 SD Regular Cab Pick-up 8` box 142" WB DRW, F3C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 215, Ford, F-350 XL 4x2 SD Regular Cab Pick-up 8` Box 142" WB SRW, F3A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 215, Ford, F-350 XL 4x2 SD Regular Cab Pick-up 8` Box 142" WB SRW, F3A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 216, Ford, F-350 XL 4x2 SD Super Cab Pick-up 8` Box 164" WB DRW, X3C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 216, Ford, F-350 XL 4x2 SD Super Cab Pick-up 8` Box 164" WB DRW, X3C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 217, Ford, F-350 XL 4x2 SD Super Cab SRW Pick-up, Short Bed, 148" WB, X3A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 217, Ford, F-350 XL 4x2 SD Super Cab SRW Pick-up, Short Bed, 148" WB, X3A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 218, Ford, F-350 XL 4x4 SD Crew Cab Pick-up 8` Box, 176" WB, DRW, W3D	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 218, Ford, F-350 XL 4x4 SD Crew Cab Pick-up 8` Box, 176" WB, DRW, W3D	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 219, Ford, F-350 XL 4x4 SD Crew Cab Pick-up Short Bed, 160" WB, SRW, W3B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 219, Ford, F-350 XL 4x4 SD Crew Cab Pick-up Short Bed, 160" WB, SRW, W3B	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 220, Ford, F-350 XL 4x4 SD Regular Cab Pick-up 8` Box 142" WB DRW, F3D	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 220, Ford, F-350 XL 4x4 SD Regular Cab Pick-up 8` Box 142" WB DRW, F3D	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 221, Ford, F-350 XL 4x4 SD Regular Cab Pick-up 8` Box 142" WB SRW, F3B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 221, Ford, F-350 XL 4x4 SD Regular Cab Pick-up 8` Box 142" WB SRW, F3B	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 222, Ford, F-350 XL 4x4 SD Super Cab Pick-up 8` Box 164" WB DRW, X3D	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 222, Ford, F-350 XL 4x4 SD Super Cab Pick-up 8` Box 164" WB DRW, X3D	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 223, Ford, F-350 XL 4x4 SD Super Cab SRW Pick-up, Short Bed, 148" WB, X3B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 223, Ford, F-350 XL 4x4 SD Super Cab SRW Pick-up, Short Bed, 148" WB, X3B	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 224, Ford, F-450 XL 4x4 SD Crew Cab Pick-up - CA of 56, DRW, W4D	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 224, Ford, F-450 XL 4x4 SD Crew Cab Pick-up - CA of 56, DRW, W4D	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 225, Ford, Maverick Super Crew XL AWD, W8F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 225, Ford, Maverick Super Crew XL AWD, W8F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 226, Ford, Ranger XL Crew Cab 4x2, R4E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 226, Ford, Ranger XL Crew Cab 4x2, R4E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 227, Ford, Ranger XL Crew Cab 4x4, R4F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 227, Ford, Ranger XL Crew Cab 4x4, R4F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 228, Ford, Ranger XL Super Cab 4x2, R1E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 228, Ford, Ranger XL Super Cab 4x2, R1E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 229, Ford, Ranger XL Super Cab 4x4, R1F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 229, Ford, Ranger XL Super Cab 4x4, R1F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 230, General Motors, Chevrolet Colorado 4x2 Crew Cab 128.3" WB, 12M43	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 230, General Motors, Chevrolet Colorado 4x2 Crew Cab 128.3" WB, 12M43	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 231, General Motors, Chevrolet Colorado 4x2 Extended Cab 128.3" WB, 12M53	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 231, General Motors, Chevrolet Colorado 4x2 Extended Cab 128.3" WB, 12M53	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 232, General Motors, Chevrolet Silverado 1500 Crew Cab 2WD (Standard Bed 147.4" WB), CC18543	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 232, General Motors, Chevrolet Silverado 1500 Crew Cab 2WD (Standard Bed 147.4" WB), CC18543	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 233, General Motors, Chevrolet Silverado 1500 Double Cab 2WD 147" WB (Standard Bed 147.4" WB), CC18753	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 233, General Motors, Chevrolet Silverado 1500 Double Cab 2WD 147" WB (Standard Bed 147.4" WB), CC18753	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 234, General Motors, Chevrolet Silverado 1500 Regular Cab RWD (Long Bed 139.6" WB), CC18903	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 234, General Motors, Chevrolet Silverado 1500 Regular Cab RWD (Long Bed 139.6" WB), CC18903	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 235, General Motors, Chevrolet Silverado 2500HD Crew Cab 2WD (Standard Bed 158.9" WB), CC20743	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 235, General Motors, Chevrolet Silverado 2500HD Crew Cab 2WD (Standard Bed 158.9" WB), CC20743	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 236, General Motors, Chevrolet Silverado 2500HD Double Cab 2WD (Standard Bed 149.4" WB), CC20753	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 236, General Motors, Chevrolet Silverado 2500HD Double Cab 2WD (Standard Bed 149.4" WB), CC20753	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 237, General Motors, Chevrolet Silverado 2500HD Regular Cab 2WD (Long Bed 141" WB), CC20903	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 237, General Motors, Chevrolet Silverado 2500HD Regular Cab 2WD (Long Bed 141" WB), CC20903	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 238, General Motors, Chevrolet Silverado 3500HD Crew Cab 2WD SRW (Standard Bed 158" WB), CC30743	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 238, General Motors, Chevrolet Silverado 3500HD Crew Cab 2WD SRW (Standard Bed 158" WB), CC30743	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 239, General Motors, Chevrolet Silverado 3500HD Double Cab 2WD SRW (Long Bed 162" WB), CC30953	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 239, General Motors, Chevrolet Silverado 3500HD Double Cab 2WD SRW (Long Bed 162" WB), CC30953	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 240, General Motors, Chevrolet Silverado 3500HD Regular Cab 2WD SRW (Long Bed 141" WB), CC30903	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 240, General Motors, Chevrolet Silverado 3500HD Regular Cab 2WD SRW (Long Bed 141" WB), CC30903	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 241, Nissan, Frontier Crew Cab S 2WD 6 Cylinder, 32112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 241, Nissan, Frontier Crew Cab S 2WD 6 Cylinder, 32112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 242, Nissan, Frontier King Cab S 2WD 6 Cylinder, 31112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 242, Nissan, Frontier King Cab S 2WD 6 Cylinder, 31112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 243, Nissan, Titan S Crew Cab 2WD Shortbed, 38112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 243, Nissan, Titan S Crew Cab 2WD Shortbed, 38112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 244, Nissan, Titan S King Cab 2WD, 37112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 244, Nissan, Titan S King Cab 2WD, 37112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 245, Stellantis, Jeep Gladiator Sport 4x4, JTJL98	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 245, Stellantis, Jeep Gladiator Sport 4x4, JTJL98	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 246, Stellantis, Ram 1500 Classic Tradesman Light Duty Crew Cab 4X2 140" WB - 5' 7" Bed, DS1L98	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 246, Stellantis, Ram 1500 Classic Tradesman Light Duty Crew Cab 4X2 140" WB - 5' 7" Bed, DS1L98	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 247, Stellantis, Ram 1500 Classic Tradesman Light Duty Crew Cab 4X4 140" WB - 5' 7" Bed, DS6L98	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 247, Stellantis, Ram 1500 Classic Tradesman Light Duty Crew Cab 4X4 140" WB - 5' 7" Bed, DS6L98	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 248, Stellantis, Ram 1500 Classic Tradesman Light Duty Quad Cab 4X2 140" WB - 6'4" Box, DS1L41	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 248, Stellantis, Ram 1500 Classic Tradesman Light Duty Quad Cab 4X2 140" WB - 6'4" Box, DS1L41	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 249, Stellantis, Ram 1500 Classic Tradesman Light Duty Quad Cab 4X4 140" WB - 6'4" Box, DS6L41	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 249, Stellantis, Ram 1500 Classic Tradesman Light Duty Quad Cab 4X4 140" WB - 6'4" Box, DS6L41	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 250, Stellantis, Ram 1500 Classic Tradesman Light Duty Regular Cab 4X2 120.5" WB - 5'7" Box, DS1L61	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 250, Stellantis, Ram 1500 Classic Tradesman Light Duty Regular Cab 4X2 120.5" WB - 5'7" Box, DS1L61	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 251, Stellantis, Ram 1500 Classic Tradesman Light Duty Regular Cab 4X4 120.5" WB - 5'7" Box, DS6L62	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 251, Stellantis, Ram 1500 Classic Tradesman Light Duty Regular Cab 4X4 120.5" WB - 5'7" Box, DS6L62	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 252, Stellantis, Ram 1500 HFE Crew Cab 4x2 (144.5 in WB 5' 7" box), DTE198	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 253, Stellantis, Ram 1500 Tradesman Crew Cab 4X2 (144.5 in WB 5` 7" box), DT1L98	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 253, Stellantis, Ram 1500 Tradesman Crew Cab 4X2 (144.5 in WB 5` 7" box), DT1L98	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 254, Stellantis, Ram 1500 Tradesman Crew Cab 4X4 (144.5 in WB 5` 7" box), DT6L98	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 254, Stellantis, Ram 1500 Tradesman Crew Cab 4X4 (144.5 in WB 5` 7" box), DT6L98	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 255, Stellantis, Ram 1500 Tradesman Quad Cab 4X2 (140 in WB 6` 4" box), DT1L41	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 255, Stellantis, Ram 1500 Tradesman Quad Cab 4X2 (140 in WB 6` 4" box), DT1L41	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 256, Stellantis, Ram 1500 Tradesman Quad Cab 4X4 (140 in WB 6` 4" box), DT6L41	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 256, Stellantis, Ram 1500 Tradesman Quad Cab 4X4 (140 in WB 6` 4" box), DT6L41	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 257, Stellantis, Ram 2500 Regular Cab 4X2 140" WB - 8ft. Box, DJ2L62	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 257, Stellantis, Ram 2500 Regular Cab 4X2 140" WB - 8ft. Box, DJ2L62	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 258, Stellantis, Ram 2500 Regular Cab 4X4 140" WB - 8ft. Box, DJ7L62	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 258, Stellantis, Ram 2500 Regular Cab 4X4 140" WB - 8ft. Box, DJ7L62	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 259, Stellantis, Ram 2500 Tradesman Crew Cab 4X2 (149 in WB 6` 4" box), DJ2L91	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 259, Stellantis, Ram 2500 Tradesman Crew Cab 4X2 (149 in WB 6` 4" box), DJ2L91	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 260, Stellantis, Ram 2500 Tradesman Crew Cab 4X4 (149 in WB 6` 4" box), DJ7L91	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 260, Stellantis, Ram 2500 Tradesman Crew Cab 4X4 (149 in WB 6` 4" box), DJ7L91	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 261, Stellantis, Ram 3500 Tradesman 4X2 Heavy Duty Crew Cab 149" - WB 6`4" Box, D23L91	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 261, Stellantis, Ram 3500 Tradesman 4X2 Heavy Duty Crew Cab 149" - WB 6`4" Box, D23L91	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 262, Stellantis, Ram 3500 Tradesman 4X4 Heavy Duty Crew Cab 149`` WB - 6`4" Box, D28L91	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 262, Stellantis, Ram 3500 Tradesman 4X4 Heavy Duty Crew Cab 149`` WB - 6`4" Box, D28L91	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 271, Daimler, Metris Cargo Van, MMCA2G	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 272, Daimler, Metris Passenger Van, MMPV2G	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 273, Daimler, Sprinter Cargo Van 2500 144" WB 6 Cylinder, M2CA4G	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 274, Daimler, Sprinter Cargo Van 3500 144" WB 6 Cylinder High Roof, M3CA44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 275, Daimler, Sprinter Cargo Van 3500XD 144" WB 6 Cylinder - Standard Roof, MXCA44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 276, Daimler, Sprinter Cargo Van 4500 144" WB 6 Cylinder - High Roof, M4CA44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 277, Daimler, Sprinter Crew Van 2500 144" WB 6 Cylinder Gas - Standard Roof, M2CV4G	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 278, Daimler, Sprinter Crew Van 3500 144" WB - Standard Roof, M3CV44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 279, Daimler, Sprinter Crew Van 3500XD 144" WB - Standard Roof, MXCV44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 280, Daimler, Sprinter Crew Van 4500 144" WB - Standard Roof, M4CV44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 281, Daimler, Sprinter Passenger Van 2500 144" WB 6 Cylinder - High Roof, M2PV44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 282, Ford, Crew Transit Van 150 RWD, E1Z	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 283, Ford, Transit 150 XL 8 Passenger Low Roof Wagon, K1Y	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 283, Ford, Transit 150 XL 8 Passenger Low Roof Wagon, K1Y	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 284, Ford, Transit 350 XL 12 Passenger Low Roof Wagon, X2Y	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 284, Ford, Transit 350 XL 12 Passenger Low Roof Wagon, X2Y	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 285, Ford, Transit Connect XL 7 Passenger Wagon, S9E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 285, Ford, Transit Connect XL 7 Passenger Wagon, S9E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 286, Ford, Transit Connect XL Standard Roof Long Wheelbase Cargo Van, S7S	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 286, Ford, Transit Connect XL Standard Roof Long Wheelbase Cargo Van, S7S	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 287, Ford, Transit Connect XL Standard Roof Short Wheelbase Cargo Van, S6S	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 287, Ford, Transit Connect XL Standard Roof Short Wheelbase Cargo Van, S6S	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 288, Ford, Transit T-150 Low Roof Cargo Van - RWD, E1Y	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 288, Ford, Transit T-150 Low Roof Cargo Van - RWD, E1Y	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 289, Ford, Transit T-250 130" WB Low Roof Cargo Van - RWD, R1Y	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 289, Ford, Transit T-250 130" WB Low Roof Cargo Van - RWD, R1Y	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 290, Ford, Transit T-350 130" WB Low Roof Cargo Van - RWD, W1Y	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 290, Ford, Transit T-350 130" WB Low Roof Cargo Van - RWD, W1Y	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 291, General Motors, Chevrolet Express 2500 1WT 135" Cargo Van, CG23405	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 291, General Motors, Chevrolet Express 2500 1WT 135" Cargo Van, CG23405	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 292, General Motors, Chevrolet Express 2500 LS 135" Passenger Van, CG23406	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 292, General Motors, Chevrolet Express 2500 LS 135" Passenger Van, CG23406	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 293, General Motors, Chevrolet Express 3500 1WT 135" Cargo Van, CG33405	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 293, General Motors, Chevrolet Express 3500 1WT 135" Cargo Van, CG33405	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 294, General Motors, Chevrolet Express 3500 LS 135" Passenger Van, CG33406	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 294, General Motors, Chevrolet Express 3500 LS 135" Passenger Van, CG33406	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 295, Stellantis, Chrysler Voyager LX, RUCL53	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 295, Stellantis, Chrysler Voyager LX, RUCL53	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 296, Stellantis, Ram Promaster 1500 Cargo Van Low Roof 118" WB, VF1L11	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 296, Stellantis, Ram Promaster 1500 Cargo Van Low Roof 118" WB, VF1L11	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 297, Stellantis, Ram Promaster 2500 Cargo Van Low Roof 136" WB, VF2L12	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 297, Stellantis, Ram Promaster 2500 Cargo Van Low Roof 136" WB, VF2L12	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 298, Stellantis, Ram Promaster 3500 Cargo Van Low Roof 136" WB, VF3L12	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 298, Stellantis, Ram Promaster 3500 Cargo Van Low Roof 136" WB, VF3L12	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 299, Stellantis, Ram Promaster City Tradesman Cargo Van 122.4 IN WB, VMDL51	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 299, Stellantis, Ram Promaster City Tradesman Cargo Van 122.4 IN WB, VMDL51	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery



**Virginia Sheriffs' Association
Vehicle and Motorcycle Procurement Program
2022-2023 Rollover Agreement
Bid 22-05-0917R**

The Virginia Sheriffs' Association (VSA) has implemented Section 1.6 *Term of Contract* of the Association's Terms and Conditions. Upon mutual agreement, we are pleased to announce the VSA has extended your contract for one additional year. VSA Vehicle and Motorcycle Bid 22-05-0917R will be effective October 9, 2022 through October 8, 2023.

This contract is awarded by dealership and zone and includes all model code upgrades or downgrades listed in the Association's base model specifications.

By the award of this contract based on your dealership's bid for Solicitation Number 22-05-0917R, all terms and conditions set forth in the Invitation for Bids are incorporated herein by reference and agreed to by the Contractor and the Virginia Sheriffs' Association.

X [Signature]
Signature of Authorized Representative

X [Signature]
Signature of VSA Executive Director


X E. L. Anderson
Printed Name of Authorized Representative

X John W. Jones
Printed Name of VSA Executive Director

X MAGIC CITY CDJR (BEDFORD)
Contractor/Dealership Name (Please Print)

X 10/9/2022
Date

X 6/14/2022
Date

VSA POLICE AND SSV PRICING TEMPLATE							
DATE:						6/22/23	
LOCALITY:						Fluvanna County Sheriff's Office	
ATTENTION:						Capt. Sean Peterson	
VSA SPEC #						144	
VEHICLE DESCRIPTION:						2023 Dodge Charger <u>Pursuit</u> V8 RWD	
BASE CONTRACT PRICE:							\$35,976
OPTIONS:							
X5X9	VINYL REAR SEAT						\$ 126.90
CW6	DEACTIVATE REAR DOORS/WINDOWS						\$ 79.90
GXQ	6 ADDITIONAL KEYS						\$ 159.80
LBG	FRONT READING LAMPS						\$ 79.90
LNF	DRIVER SIDE SPOTLIGHT						\$ 220.90
LNX	UPGRADE TO LED SPOTLIGHTS						\$ 141.00
AWC	FLEET SAFETY GROUP						\$ 371.30
	Convenience Fee						\$ 470.00
						TOTAL	\$37,626
EXTERIOR COLOR:						White	
QUANTITY:						17 Available and on the ground	
DELIVERY:						Price includes delivery to Fluvanna County Sheriff's Office	
PLEASE NOTE.....							
Dominion of Bedford (Dominion Chrysler, Dodge, Jeep and Ram) was purchased by Magic City Auto Group of Roanoke effective February 25, 2022.							
Magic City Auto Group assumed all terms and conditions of the VSA Contract including guaranteed pricing.							
 Please issue Purchase Order(s) to: Magic City CDJR Bedford LLC 1750 Independence Blvd. Bedford, VA 24523							
PLEASE INCLUDE THIS PRICING TEMPLATE WITH PURCHASE ORDER.							

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 4
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).

_____ [SEAL]
Notary Public

My commission expires: _____
Notary registration number: _____

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

TAB K

MEETING DATE:	July 5, 2023				
AGENDA TITLE:	FY23 ARPA Grant State Library				
MOTION(s):	I move the Board of Supervisors approve the supplemental appropriation of \$5,795.25 to the FY23 Library Furniture and Fixtures Budget to reflect the reimbursement of ARPA grant funds at the State Library.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Tori Melton, Finance Director				
PRESENTER(S):	Tori Melton, Finance Director				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Effective June 30, 2023				
DISCUSSION:	<ul style="list-style-type: none"> • In the spring of 2022, the Library was awarded grant funding for a privacy pod. We qualified for the grant as Fluvanna was deemed “in need” for more ease of access to health care - telehealth • The privacy pod is a soundproof booth located in the library computer lab allows citizen of Fluvanna a private place with internet access to attend telehealth visits, zoom meetings, and interviews. • The privacy pod has been up and running since October 2023. 				
FISCAL IMPACT:	This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

TAB L

MEETING DATE:	July 5, 2023				
AGENDA TITLE:	Cooperative Agreement under City of Charlottesville Virginia Contract No. 4600001760 for Police Uniforms with Howard Uniform Company, LLC				
MOTION(s):	I move the Board of Supervisors approve the Cooperative Agreement under City of Charlottesville Virginia Contract No. 4600001760 for Police Uniforms between Howard Uniform Company, LLC, and the County for (i) as-needed uniforms and related items under the cooperative terms; and (ii) also for as-needed shoes as a small procurement, and further authorize the County Administrator complete dates and to execute the agreement, subject to approval as to form by the County Attorney.				
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				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	This is for the as-needed purchase of uniforms, shoes and related items for up-fit of new staff of the Fluvanna County Department of Emergency Services. Made to order, so orders can take weeks to process and the need is imminent. <u>Exhibit 1</u> being Contract No. 4600001760 for Police Uniforms between the City of Charlottesville Virginia and Howard dated February 3, 2020, which includes Howard’s Pricing Schedule/Discounts, and renewals (the “Cooperative Agreement”) will be attached before signature.				
FISCAL IMPACT:	Approximately \$2K was budgeted in FY23 and 19K in FY24.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ol style="list-style-type: none"> 1. Cooperative Agreement under City of Charlottesville Virginia Contract No. 4600001760 for Police Uniforms <ol style="list-style-type: none"> a. <u>Exhibit 1</u>: Cooperative Contract with Charlottesville including renewals b. <u>Exhibit 2</u>: Quote from Howard for Uniforms dated June 15, 2023 (the “Uniform Quote”); 				

	<p>c. <u>Exhibit 3</u>: Quote from Howard for Badges dated June 15, 2023 (the “Badge Quote”);</p> <p>d. <u>Exhibit 4</u>: Fluvanna County’s General Terms, Conditions and Instructions to Bidders and Contractors (the “County’s General Terms”); and</p> <p>e. <u>Exhibit 5</u>: Vendor Data Sheet, Proof of Authority to Transact Business in Virginia, Certificate of No Collusion, and Offeror Statement (collectively the “Vendor Forms” to be executed by Howard).</p>				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

Cooperative Agreement

under City of Charlottesville Virginia Contract No. 4600001760 for Police Uniforms

This **Cooperative Agreement under City of Charlottesville Virginia Contract No. 4600001760 for Police Uniforms** (together with all attachments and exhibits referenced herein, the “**Agreement**”), dated this ___ day of July, 2023, made and entered into by and between Howard Uniform Company, LLC, a Maryland corporation, authorized to transact business in Virginia, (“**Howard**”), 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. “**Quotes**” means the Uniform Quote together with the Badge Quote as each is defined in Article 2 below.
 - b. “**Products**” means the uniforms, shoes and badges and any associated equipment and/or accessories furnished to the County as needed upon order by the County and the delivery thereof at the County site described herein by Howard and as set forth in the Quotes and consistent with all requirements of the Quotes, Cooperative Procurement and the specifications as more specifically described in this Agreement.
 - c. “**Delivery**” means the date Howard makes physical possession of the Products available to the County in Fluvanna County, Virginia at the following address: 90 Rescue Ln, Palmyra, VA 22963.
 - d. “**Warranty**” means any and all warranties required under (i) this Agreement; (ii) the Cooperative Agreement, (iii) the Quotes, and/or (iv) 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: Contract No. 4600001760 for Police Uniforms between the City of Charlottesville Virginia and Howard dated February 3, 2020, which includes Howard’s Pricing Schedule/Discounts, and that renewal dated _____, 2021, that renewal dated _____, 2022 and that renewal dated _____, 2023, extending the term of the Cooperative Agreement through _____, 2024 (the “Cooperative Agreement”);
 - b. Exhibit 2: Quote from Howard for Uniforms dated June 15, 2023 (the “Uniform Quote”);
 - c. Exhibit 3: Quote from Howard for Badges dated June 15, 2023 (the “Badge Quote”);
 - d. Exhibit 4: Fluvanna County’s General Terms, Conditions and Instructions to Bidders and Contractors (the “County’s General Terms”); and
 - e. Exhibit 5: Vendor Data Sheet, Proof of Authority to Transact Business in Virginia, Certificate of No Collusion, and Offeror Statement (collectively the “Vendor Forms” executed by Howard).

3. Purpose. This Agreement sets forth the terms and conditions of Howard’s sale of the Products to the County which the County will order as needed.

4. Cooperative Procurement and Sole Source. Pursuant to the Virginia Public Procurement Act, the Products, with the exception of the Shoes listed in the Uniform Quote, are being cooperatively procured off of the Cooperative Agreement. Howard must meet or exceed all requirements, provisions and terms of the Cooperative Agreement relating to the Products to be provided thereunder. Notwithstanding any other provisions hereof, Howard represents and warrants that all pricing in this Agreement for the applicable Products is consistent with or lower than the pricing set forth in the Cooperative Agreement and all applicable Products purchased hereunder EXCEPT THE SHOES are available under the Cooperative Agreement. The County is materially relying on such representations and warranties in executing this Agreement as a cooperative procurement pursuant to Virginia law. Shoes on the Uniform Quote are being purchased under the County’s small procurement policy and the County may purchase no more than \$5,000.00 worth of shoes during the term of this Agreement.

Cooperative Agreement

under City of Charlottesville Virginia Contract No. 4600001760 for Police Uniforms

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 during the term of the Cooperative Agreement, including all renewals thereof, unless sooner terminated consistent with the provisions of this Agreement. Notwithstanding the foregoing, all continuing guaranty and warranty provisions of this Agreement, including the Warranty, 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 shall purchase the Products as needed pursuant to written purchase orders issued by the County under this Agreement, with such Products being delivered so as to conform with all requirements of this Agreement, the Quotes, the Cooperative Agreement and the County’s General Terms, for the purchase prices set forth in the Quotes, which shall be subject to increase by written notice from Howard to the County and only in accordance with the terms of the Cooperative Agreement and as set out specifically in the Quotes. All Products shall be delivered to the County within six (6) weeks or less of issuance of each purchase order under this Agreement unless a different delivery deadline is specifically set forth in a written purchase order signed by the County.

The Purchase Price may be invoiced by Howard as follows: Products will be invoiced after delivered. The County shall have forty-five (45) days to pay such proper invoice. Final payment of each invoice shall be made in accordance with Section 47 “Payment” of the County’s General Terms, and in no event shall Howard be finally paid prior to the Completion Date. The date that all Products under a purchase order are delivered 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**” for that purchase order. Howard 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 jtrue@fluvannacounty.org, and vmelton@fluvannacounty.org.

7. 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:

Howard:

Howard Uniform Company
 1915 Annapolis Road
 Baltimore, MD 21230
 Email: jlowry@howarduniform.com
 Phone: (804)994-1281
 Fax: (641) 672-1996

County:

Fluvanna County
 Attn: Eric Dahl
 132 Main Street
 P.O. Box 540
 Palmyra, VA 22963
 Phone: (434) 591-1912
 With a Copy to: Fluvanna Count Attorney
 123 Main Street
 Palmyra, VA 22963

8. Other Terms. The County’s General Terms are attached hereto as Exhibit 4 and incorporated herein by reference as a material part of this Agreement.

**Cooperative Agreement
under City of Charlottesville Virginia Contract No. 4600001760 for Police Uniforms**

- 9. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Products. 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.

- 10. 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 County’s General Terms; (iii) the Cooperative Agreement; (iv) the Quotes; and (v) the Vendor Forms. For clarification, (i) would control over (ii) though (v); (ii) would control over (iii) through (v); and so forth.

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

Howard:
Howard Uniform Company

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

**Cooperative Agreement
under City of Charlottesville Virginia Contract No. 4600001760 for Police Uniforms**

Exhibit 1 – Cooperative Agreement

Contract No. 4600001760 for Police Uniforms between the City of Charlottesville Virginia and Howard dated February 3, 2020, which includes Howard's Pricing Schedule/Discounts, and renewals

[To Be Attached prior to signature.]

CONTRACT FOR POLICE UNIFORMS

THIS CONTRACT is made and entered into this 3rd day of February, 2020, by and between the CITY OF CHARLOTTESVILLE VIRGINIA (Hereinafter "City"), a political subdivision of the Commonwealth of Virginia, and HOWARD UNIFORM COMPANY (hereinafter "Contractor"), a Maryland corporation with its principal office at 1915 Annapolis Road, Baltimore, MD 21230.

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

In consideration of the mutual covenants and promises herein stated, the City and Contractor hereby agree as follows:

1. SCOPE OF SERVICES

The Contractor shall provide uniforms and accessories as per bid/proposal RFP#CPD UNIFORMS/20-03 and contractor's response to same dated October 24, 2019, and contractor's response to negotiations dated December 17, 2019.

2. TERM

Contract shall be for one year beginning date of ratified contract with the option to renew under the terms of the original agreement for up to five (5) additional one year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Items, Not Seasonally Adjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term. The City reserves the right to negotiate increases in excess of validated CPI if deemed to be fair and reasonable and in the best interest of the City.

3. 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 pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, 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.

4. BINDING EFFECT OF CONTRACT

The terms, provisions and conditions of this Contract shall bind and inure to the benefit of the respective parties hereto and to their representatives, successors, and (where permitted by this Contract) their assigns.

5. COMPENSATION

Contractor shall provide the item(s) for the compensation specified within **Exhibit 1**, attached and incorporated herein by reference.

6. CONFLICTS OF INTEREST

The Contractor represents to the City that its entering into this Contract with the City and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Acts (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) and any other applicable law or regulation.

Contract for CHARLOTTESVILLE POLICE UNIFORMS
 City of Charlottesville – POLICE DEPARTMENT
 FEBRUARY, 2020

7. CONTRACT ADMINISTRATOR

The individual named below will service as the Contract Administrator and will be the point of contact at the City of Charlottesville for day-to-day operations under this Contract. The Contract Administrator cannot approve amendments or price changes to this Contract. The Contractor will channel all communications through:

Name: Sergeant Troy Hunt
 Title: Sergeant, Charlottesville Police Department
 City of Charlottesville, Police Department
 Address: 606 E. Market Street Charlottesville, VA 22902
 Phone: 434-970-3937
 Email: huntt@charlottesville.org

The Contractor will not make any commitments or comments, or actions on behalf of the City of Charlottesville without the explicit direction of the Contract Administrator. The City reserves the right to change its Contract Administrator, upon notice to the Contractor.

8. CONTRACT DOCUMENTS

This contract shall consist of (i) this Form of Contract, (ii) the requirements of the City of Charlottesville's original Invitation for Bids/Request for Proposals, including all addenda, general and special conditions, specifications and drawings, (iii) the bid/offer submitted by the contractor, and (iv) item pricing spreadsheet, together with all modifications thereof, all of which documents are incorporated herein by reference.

9. CONTRACTOR'S CONTACT PERSON

Contractor's designated representative to receive all communications, claims and correspondence regarding this Contract is:

Name: Manish Butani
 Title: Vice President
 Howard Uniform Company
 Address: 1915 Annapolis Road Baltimore, MD 21230
 Phone: 410-727-3142
 Email: mbutani@howarduniform.com

10. CONTRACTUAL CLAIMS

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The City has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the City's Procurement and Risk Management Services Division. Contractual disputes shall also be subject to the provisions of Va. Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions).

11. COOPERATIVE CONTRACTING/USE OF CONTRACT BY THIRD PARTIES

It is the intent of this Contract to allow for cooperative procurement (Va. Code 2.2-4304 *et seq*). Accordingly, other public bodies may access this Contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the Contract may be extended to other public bodies as described in the RFP to purchase at fees in accordance with the Contract. No modification of this Contract or execution of a separate contract is required to participate. Participating entities will place their own orders directly with the Contractor and will fully and independently administer their use of the Contract to include contractual disputes, invoicing and payments without direct administration from the City. The City will not be liable for any costs or damages incurred

Contract for CHARLOTTESVILLE POLICE UNIFORMS
 City of Charlottesville – POLICE DEPARTMENT
 FEBRUARY, 2020

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 City 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 the Contract does not preclude any participating entity from using other contracts or competitive process as the need may be

12. ENTIRE CONTRACT

This Contract represents the entire contract between the parties, and there are no other contracts or understanding between the parties, either verbal or written, which have not been incorporated herein.

13. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts of laws provisions. All litigation arising out of this Contract shall be commenced and prosecuted in the Circuit Court for the City of Charlottesville, Virginia.

14. HEADINGS

Section, article and paragraph headings contained within this Contract have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Contract.

15. INDEMNIFICATION

Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorneys' fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Contract, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

16. INDEPENDENT CONTRACTOR

Neither Contractor, nor its agents, employees, assignees or subcontractors shall be deemed employees or agents of the City by virtue of any services performed pursuant to this Contract or the contractual relationship established hereby. Contractor shall have sole responsibility for its staff, including their work, personal conduct, directions and compensation.

17. INSURANCE REQUIREMENTS

- a. 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 City of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
- b. Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
- c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The City of Charlottesville and its officers, employees agents and volunteers must be named as an additional insured and so endorsed on the policy.
- d. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- e. Umbrella or Excess Liability Coverage
- f. Professional Liability Insurance

Contract for CHARLOTTESVILLE POLICE UNIFORMS
 City of Charlottesville – POLICE DEPARTMENT
 FEBRUARY, 2020

Contractor may not, and shall not, perform any work or services under this Contract during any period of time in which the Required Insurance is not in effect. Contractor's failure to comply with the requirements of this section shall constitute a material breach of this Contract entitling the City to terminate this Contract without notice to Contractor and without penalty to the City.

WORKER'S COMPENSATION INSURANCE REQUIRED

Contractor shall not perform any work on this project unless he has obtained, and continues to maintain for the duration of such work, such workers' compensation coverage as may be required pursuant to the provisions of Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. Contractor shall not allow any subcontractor to perform any work on a City construction project unless the subcontractor has obtained, and continues to maintain for the duration of such work, such worker's compensation coverage as may be required pursuant to the provisions of Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. Contractor shall include the provisions of this paragraph within each of its subcontracts, so as to bind each subcontractor.

ENDORSEMENTS TO REQUIRED INSURANCE POLICIES

Each insurance policy required by this Contract shall be endorsed to include the following clauses ("Required Endorsements"):

- (A) Should any of the insurance policies be canceled before the expiration date thereof, the issuing insurance company will endeavor to mail written notice of such cancellation to the City at least 30 days in advance; and
- (B) The City of Charlottesville, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects the operations and activities of (or on behalf of) the named insured, performed under contract with the City of Charlottesville.

PROOF OF INSURANCE

Contractor shall provide the City with one or more certificate(s) of insurance confirming the insurance required by this Contract, signed by a person authorized by the insurance company to bind it to the representations contained therein. These certificates shall be provided to the City by Contractor upon execution of this Contract, then again (without demand by the City) on or before the expiration date of any policy and upon each anniversary of the Commencement Date of this Contract. Also, a certificate of insurance shall be provided to the City by the Contractor at other times throughout the Term of this Contract within ten days of a request therefor by the City. Upon demand by the City, Contractor shall furnish the City with copies of the Contractor's insurance policies, together with the Required Endorsements.

18. INTERPRETATION OF PROVISIONS

In the event of any conflict, discrepancy or inconsistency between this document and any other documents which have been incorporated into this document by reference or made exhibits or attachments hereto, then the provisions set forth within the body of this document shall govern the parties' contract.

In the event of any conflict between documents incorporated herein by reference then the following documents shall take precedence over the other incorporated documents in the order listed:

- (A) This Contract
- (B) The RFP/IFB
- (C) The Proposal/Bid

Contract for CHARLOTTESVILLE POLICE UNIFORMS
 City of Charlottesville – POLICE DEPARTMENT
 FEBRUARY, 2020

19. MODIFICATION

This Contract may be modified by the parties during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the parties hereto in the same manner and with the same formality as this Contract. Notwithstanding the foregoing, No fixed price contract may be increased by less than ten percent (10%) or \$25,000 without the advance approval of the City Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).

20. NO ASSIGNMENTS

Contractor shall have no right to assign, in any manner or fashion, any of the rights, privilege or interests accruing to it under this Contract to any other individual or entity, without the prior written consent of the City. In the event of an assignment Contractor shall remain fully liable for the performance of all obligations imposed by this Contract unless otherwise agreed, in writing, by the City.

21. NO WAIVER OF RIGHTS

No failure on the part of the City to enforce any of the terms or conditions set forth in this Contract shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the City of any default or failure to perform by Contractor shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance or payment of any rentals, fees and/or charges by the City, and/or the performance of all or any part of this Contract by the City, for or during any period(s) following a default or failure to perform by the Contractor, shall not be construed as or deemed to be a waiver by the City of any rights hereunder, including, without limitation, the City's right to terminate this Contract.

22. NON-APPROPRIATION CLAUSE

Payment and performance obligations of the City, beyond the initial year of this Contract, are expressly conditioned upon the availability of and appropriation by the City of public funds therefor in each subsequent fiscal year. When public funds are not appropriated or are otherwise unavailable to support continuation of performance by the City in a subsequent fiscal period, this contract and the City's obligations hereunder shall automatically expire, without liability or penalty to the City. Within a reasonable time following City Council's adoption of a budget, the City shall provide the Contractor with written notice of any non-appropriation or unavailability of funds affecting this Contract.

23. NONDISCRIMINATION

During the performance of this contract, Contractor agrees as follows:

- (A) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by 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 General Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, the General Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that it is an equal opportunity employer.
- (B) Contractor will, in all solicitations or advertisements for employees, state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule of regulation shall be deemed sufficient for the purpose of meeting the requirements of this contract.
- (C) Contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to 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

Contract for CHARLOTTESVILLE POLICE UNIFORMS
 City of Charlottesville – POLICE DEPARTMENT
 FEBRUARY, 2020

prohibition; and (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. For the purposes of this paragraph, “drug-free workplace” means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor’s employees 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.

- (D) Contractor will include the provisions of the foregoing paragraphs (A) and (B) in every subcontract or purchase order of over ten thousand (\$10,000), so that such provisions will be binding upon each subcontractor or vendor.

24. PAYMENT BY THE CITY

- (A) The City shall pay for completed services and delivered goods, on or before the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of this contract for the delivery of goods or the completion of services; or (ii) if such date is not established by this contract, not more than forty-five days after goods or services are received or not more than forty-five days after an invoice in a form acceptable to the City is rendered, whichever is later.
- (B) Invoices and other requests for payment must be supported by documentation acceptable to the City, in its sole discretion, confirming that the goods or services referenced within the invoice have been delivered or performed in accordance with this Contract. Within twenty days after the receipt of an invoice from the Contractor for goods delivered or services completed, the City shall notify the Contractor of any defect or impropriety which would prevent payment by the required payment date. Contractor must submit an invoice for final payment within _____ [a certain time] after completion and acceptance by the City of the services to be performed or after the City’s acceptance of the goods, whichever is applicable.
- (C) If Contractor is an individual, then he shall provide the City with his Social Security Number on or before commencement of performance of this Contract. If Contractor is a proprietorship, partnership, or corporation Contractor shall provide its federal employer identification number(s) to the City on or before its commencement of performance of this Contract.
- (D) The City agrees to pay the Contractor upon the satisfactory execution of this Contract, in lawful money of the United States according to the following mutually agreed upon schedule:

25. PAYMENT OF SUBCONTRACTORS

- (A) Contractor shall take one of the two following actions within seven (7) days after receipt of amounts paid to the contractor by the City for work performed by a subcontractor:
1. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under that contract; or
 2. Notify the City and the 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 pay interest to subcontractors on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the City for work performed by the subcontractor, except for amounts withheld as allowed in subdivision A 2 of this section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the City. No contract modification may be made for the purpose of providing reimbursement for such

Contract for CHARLOTTESVILLE POLICE UNIFORMS
 City of Charlottesville – POLICE DEPARTMENT
 FEBRUARY, 2020

interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as stated in this section, with respect to each lower-tier subcontractor.

26. PUBLIC DISCLOSURE OF CONTRACT DOCUMENTS

Contractor acknowledges and understands that this Contract, and all related public proceedings and records, 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 (§ [2.2-3700](#) et seq.) and the Virginia Public Procurement Act (§ [2.2-4300](#) et seq.) Trade secrets or proprietary information submitted by the Contractor to the City in connection with this procurement transaction shall not be subject to public disclosure, provided that the Contractor timely invoked the protection of Va. Code § [2.2-4342](#) (F), prior to or upon submission of the data or materials to the City, in the manner prescribed by that statute.

27. SEVERABILITY

In the event that any term, provision or condition of this Contract, or the application thereof to any person or circumstances, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract, and the application of any term, provision or condition contained herein to any person or circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

28. SMALL, DISADVANTAGED, WOMEN-OWNED AND MINORITY (SWAM) BUSINESS REPORTING:

The Contractor will identify and fairly consider small, disadvantaged, women-owned or minority firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the City under this Contract. The Contractor will submit a quarterly SWAM business report to the City by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Contractor will submit the quarterly SWAM business reports to:

Finance Department
 Procurement & Risk Management Services Division
 E-mail: purchasing@charlottesville.org

The quarterly SWAM business reports will contain the following information:

- SWAM firms' name, address and phone number with which the Contractor has contracted over the specified quarterly period.
- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to the City's account.

29. TERMINATION

The City may terminate this Contract at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

Contract for CHARLOTTESVILLE POLICE UNIFORMS
City of Charlottesville – POLICE DEPARTMENT
FEBRUARY, 2020

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Contract in four (4) copies, each of which shall be deemed an original on the date first above written.

CITY OF CHARLOTTESVILLE:

Christopher V. Cullinan 2-20-2020
(Signature) Date

By: Christopher V. Cullinan
(Print name)

Title: Director of Finance

CONTRACTOR:

Manish Butani 2/5/2020
(Signature) Date

By: MANISH BUTANI
(Print name)

Title: VICE PRESIDENT

Funds Available:

Glen E. Pack 2/14/2020
(Signature) Date

Director of Finance or designee
Glen E. Pack

By: Comptroller
(Print name)

Approved as to Form:

Shasti Wainman 2/19/20
ASST City Attorney Date

Procurement Risk Management Services

325 4th Street W (zip 22903)
PO Box 911
Charlottesville, VA 22902

Phone: (434) 970-3860
Fax: (434) 970-3069

http://www.charlottesville.gov/297/Procurement-Risk-Management



RA

DATE: January 20, 2023

ODIFICATION

ODIFICATION TERMS: Renewal

CONTACT TITLE: CD Uniforms

CONTACT ID: 4600001760

CONTACTOR: Howard Uniform Company
1915 Annapolis Road
Baltimore, MD 21230
Sent via email: mbutani@howarduniform.com

By mutual agreement of the City and the Contractor, contract 4600001760 is amended as follows:

Pursuant to the City of Charlottesville contract 4600001760, the contract is renewed for a one year period effective February 3, 2023 through February 2, 2024. Two additional one year renewal options remain. All other terms, conditions, specifications and pricing remain the same except as follows.

- A 7.1% price increase effective February 3, 2023

City of Charlottesville Virginia

By: Donna S. Hoy Date: 1/20/2023
Title: VCA, Buyer II

Contractor

By: Muid Buter Date: 1/20/2023
Title: Vice President

If you do not want to renew this contract, please sign below and return to the City of Charlottesville.

I desire to discontinue the contract.

Contractor:

By: Date:
Title:

DISTRIBUTION:

Procurement - Contract File
Contract Administrator - Key Lewis, Police Department

RFP#CPD UNIFORMS/20-03 UNIT PRICING

Howard Uniform Company

CPI-W 7.1%
Increase
Requested

BRAND	ITEM #	COLOR	DESCRIPTION	UNIT PRICE 2022	Pricing 2/3/23 - 2/2/24
Blauer	125	Black	Commando knit watch cap to include "CPD" embroidered center - White block letters - 1 inch high	\$ 25.63	27.45
Blauer	26990	Black/Hi-Vis Yellow	Reversible Raincoat - Long Version - No Hood	\$ 119.50	127.98
Blauer	26991	Black/Hi-Vis Yellow	Reversible Raincoat - Short Version - No Hood	\$ 105.47	112.96
Blauer	107	Black/Hi-Vis Yellow	Reversible Hat Rain Cover	\$ 11.63	12.46
Blauer	339	Hi-Vis yellow	microphone tabs on both sides; "POLICE" in 3 inch silver reflective lettering front and back	\$ 64.47	69.05
Blauer	339	Hi-Vis yellow	microphone tabs on both sides; "CROSSING GUARD" in 2 inch silver reflective lettering front and back - lettering will end up in two lines - "CROSSING" on top line and "GUARD" on bottom line	\$ 79.58	85.23
Blauer	339	Hi-Vis yellow	microphone tabs on both sides; "TRAFFIC CONTROL" in 2 inch silver reflective lettering front and back - lettering will end up in two lines - "TRAFFIC" on top line and "CONTROL" on bottom line	\$ 79.58	85.23

City of Charlottesville	RFP # CPD Uniforms/20-03		
Howard Uniform	Supplier Catalog Links		
Supplier Name	Website	Discounts off Most Current Price List Specified - Not The Website Pricing Except Where Specifically Stated	Discount
Military Luggage Company	https://militaryluggage.com/	Web Price List on http://www.militaryluggage.com	10%
Blauer	http://www.blauer.com	Blauer LE/Fire - Agency RETAIL Price List	38%
Fechheimer/Flying Cross	https://flyingcross.com/	Flying Cross Retail Price List	38%
Fechheimer/Vertx	https://vertx.com/	Vertx Retail Price List	20%
5.11	http://www.511tactical.com	5.11 Tactical LE/Fire - MSRP Price List	30%
Sanmar	https://www.sanmar.com/	Sanmar Retail Price List	18%
Tri-Mountain	https://trimountain.com/	Tri-Mountain Retail Price List	18%
Tru-Spec / Atlanco	https://www.truspec.com/	Atlanco MSRP Price List	25%
Propper	https://www.propper.com/	Propper MSRP Price List	20%
VF Imagewear / Red Kap	https://www.vfimagewear.com	VF Imagewear Retail Price List	20%
Elbeco	https://elbeco.com/	Elbeco Retail Price List	35%
Spiewak	https://www.spiewak.com/	Spiewak - Retail Price List	20%
Howard Uniform	www.howarduniform.com	Web Price List on http://www.howarduniform.com	15%
Dutyman	http://dutyman.com/	Dutyman - Current Retail Price List	25%
Gould & Goodrich	http://gouldusa.com/	G&G - Retail Price List	32%
Horace Small	https://www.horacesmall.com/	Horace Small - Retail Price List	35%
Neese	https://neeseind.com/	Neese - Retail Price List	25%
Newport Harbor	https://anchoruniform.com	Anchor Uniform - Retail Price List	25%
Otto International	https://ottocap.com/	http://www.ottocap.com - Retail Price List	18%
Rotcho	https://www.rothco.com/	Rothco - Website MSRP Price List	38%
SAI	https://apluscareerapparel.com/	SAI - Retail Price List	25%
Samuel Broome	http://www.broomeaccessories.com/	Samuel Broome - Retail Price List	35%
Stratton Hats	https://strattonhats.com/	Stratton Hats - Retail Price List	18%
Tact Squad	http://tactsquad.com/	Tact Squad - Retail Price List	25%
Taylors Leatherwear	https://taylorsleatherwear.com/	Taylor's Leatherwear - Retail Price List	12%
Blackinton	https://blackinton.com/	Blackinton LE/Fire Badges Retail Price List (discount does not apply to commendation bars and insignia)	35%
Blue Generation	https://bluegeneration.com/	Blue Generation Retail Price List	18%
Cobmex	http://cobmex.com/	Cobmex Retail Price List	25%
Dickies	https://www.dickies.com/home	Dickies Retail Price List	25%
Edwards Garment	https://edwardsgarment.com/	Edwards Retail Price List	20%
Mocean	https://moceantactical.com/	Mocean Retail Price List	15%
First Tactical	http://firsttactical.com	First Tactical Retail Price List	20%
	** Discounts apply to base products only	** All customization costs are additional	
	** Oversize charges apply per each suppliers oversize price structure		



HOWARD UNIFORM COMPANY

1915 Annapolis Road, Baltimore, MD 21230

PHONE: 804-994-1281

Web: www.howarduniform.com

Email: jlowry@howarduniform.com

Date:	6/15/2023	Subject:	Price Quote
To:	Kristina Hofmann	Agency:	Fluvanna EMS
Phone:	434-977-4507	Email:	khofmann@fluvannacounty.org
Fax:		Cell:	

Style	Color	Description	Quantity	Unit Cost	Total
		ONE TIME EMBROIDERY SETUP FEE	1	\$75.00	
		Customization: Sew on patches - \$6.00 per patch(Dept to provide patches)	each	\$6.00	
74363	Black or Navy	5.11 Taclite EMS Pant (Prehemmed 30, 32, 34, 36)			
		Sizes 28 - 44	each	\$51.10	
41060-010	White	5.11 Professional S/S Polo			
		Sizes Small - 2XL	each	\$38.50	
		Size 3XL	each	\$38.50	
		Customization: Embroidery logo on LEFT chest	each	\$9.00	
41060-010	Navy	5.11 Professional S/S Polo			
		Sizes Small - 2XL	each	\$38.50	
		Size 3XL	each	\$38.50	
		Customization: Embroidery logo on LEFT chest	each	\$9.00	
71307	Fire Navy	5.11 Professional Pocketed T-Shirt			
		Sizes XS - 2XL	each	\$18.90	
		Size 3XL	each	\$21.70	
72515	White	5.11 Company L/S Shirt			
		Sizes Small - 2XL	each	\$52.50	
		Size 3XL	each	\$60.20	

		Customization: Sew on Dept Patch on Right Sleeve (Dept to provide patches)	each	BOS 2023-07-05 p.321/412 \$6.00	
		Customization: Sew on American Flag on LEFT Sleeve (Howard provides flag)	each	\$11.00	
72515	Fire Med Blue	5.11 Company L/S Shirt			
		Sizes Small - 2XL	each	\$52.50	
		Size 3XL	each	\$60.20	
		Customization: Sew on Dept Patch on Right Sleeve (Dept to provide patches)	each	\$6.00	
		Customization: Sew on American Flag on LEFT Sleeve (Howard provides flag)	each	\$11.00	
72515T	White	5.11 Company L/S Shirt (TALL)			
		Sizes Large - 5XL	each	\$60.20	
		Customization: Sew on Dept Patch on Right Sleeve (Dept to provide patches)	each	\$6.00	
		Customization: Sew on American Flag on LEFT Sleeve (Howard provides flag)	each	\$11.00	
59380	Black	5.11 TAC A4 Gloves			
		Sizes Small - 2XL	each	\$23.10	
48153	Navy	5.11 Valiant Duty Jacket			
		Sizes XS - XL	each	\$227.50	
		Size 3XL	each	\$260.40	
		Customization: On Outer Shell sew American Flag on LEFT Sleeve (Howard to provide flag)	each	\$13.00	
		Customization: On Outer Shell sew Dept Patch on RIGHT Sleeve (Dept to provide patches)	each	\$8.00	
		Customization: On Inner Shell sew American Flag on LEFT Sleeve (Howard to provide flag)	each	\$13.00	
		Customization: On Inner Shell sew Dept Patch on RIGHT Sleeve (Dept to provide patches)	each	\$8.00	

		Customization: On Outer Jacket Drop Down Panel in back - FCDES in 4" Reflective Silver Letters	each	BOS 2023-07-05 p.322/412 \$12.00	
		Customization: On Liner Shell - on back top section - FCDES in 4" Reflective Silver Letters	each	\$12.00	
48153T	Navy	5.11 Valiant Duty Jacket (TALL)			
		Sizes Large - 2XL	each	\$260.40	
		Customization: On Outer Shell sew American Flag on LEFT Sleeve (Howard to provide flag)	each	\$13.00	
		Customization: On Outer Shell sew Dept Patch on RIGHT Sleeve (Dept to provide patches)	each	\$8.00	
		Customization: On Inner Shell sew American Flag on LEFT Sleeve (Howard to provide flag)	each	\$13.00	
		Customization: On Inner Shell sew Dept Patch on RIGHT Sleeve (Dept to provide patches)	each	\$8.00	
		Customization: On Outer Jacket Drop Down Panel in back - FCDES in 4" Reflective Silver Letters	each	\$12.00	
		Customization: On Liner Shell - on back top section - FCDES in 4" Reflective Silver Letters	each	\$12.00	
59493	Black	5.11 Arc Leather Belt 1 1/2"			
		Sizes Small - 2XL	each	\$42.00	
		Size 3XL - 4XL	each	\$48.30	
72534	Fire Navy	5.11 Job Shirt 1/4 Zip 2.0			
		Sizes XS - 2XL	each	\$52.50	
		Size 3XL	each	\$60.20	
		Customization: Embroidery Logo	each	\$9.00	

72534T	Fire Navy	5.11 Job Shirt 1/4 Zip 2.0 (TALL)		BOS 2023-07-05 p.323/412	
		Sizes Large - 5XL	each	\$60.20	
		Customization: Embroidery Logo	each	\$9.00	
64369	Black or Navy	5.11 Female Taclite EMS Pants (REG or TALL)			
		Sizes 2 - 20	each	\$51.10	
61166	Navy	5.11 Female Professional Polo			
		Sizes Small - XL	each	\$38.50	
		Customization: Embroidery Logo	each	\$9.00	
62399	Fire Med Blue	5.11 Female Company L/S Shirt			
		Sizes XS - 2XL	each	\$52.50	
		Customization: Sew on Dept Patch on Right Sleeve (Dept to provide patches)	each	\$6.00	
		Customization: Sew on American Flag on LEFT Sleeve (Howard provides flag)	each	\$11.00	
		SHOES			
E03182	Black	Bates Male Tactical Sport 2 Dryguard	each	\$104.96	
E03582	Black	Bates Female Tactical Sport 2 Dryguard	each	\$104.96	
CUSTOM		Dept Patches			
		100 (\$3.50 each - min order 100)		\$350.00	
		PRICES INDICATED ABOVE ARE VALID UNTIL MANUFACTURERS HAVE A PRICE INCREASE			
		Charlottesville PD Contract 4600001760 (5.11 - 30% off MSRP)			
			Total		

Comments:

Sales Representative

John Lowry



HOWARD UNIFORM COMPANY

1915 Annapolis Road, Baltimore, MD 21230

PHONE: 804-994-1281

Web: www.howarduniform.com

Email: jlowry@howarduniform.com

Date:	6/15/2023	Subject:	Price Quote
To:	James True	Agency:	Fluvanna EMS
Phone:	434-977-4507	Email:	jtrue@fluvannacounty.org
Fax:		Cell:	

Style	Color	Description	Quantity	Unit Cost	Total
B1549	Rhodium	Blackinton Silver Badge with Safety Catch Closure	30	\$105.30	\$3,159.00
B1549	Gold Plated	Blackinton Gold Badge with Safety Catch Closure	2	\$110.50	\$221.00
		Charlottesville PD Contract 4600001760 (Blackinton - 35% off MSRP)			
			Total		\$3,380.00

Comments:

Sales Representative

John Lowry

Appendix I

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GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTOR

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 Loudoun 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 specified 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.

REFERENCES

1. **VIRGINIA PUBLIC PROCUREMENT ACT** 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 Loudanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Loudanna County Administrator.
- g. County Attorney: The Loudanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Loudanna County and has signatory authority to bind the County to all contracts and purchases made lawfully under the Loudanna 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 Loudanna 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. **ARTICLE III** 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*.

SECTION 2.2-4310

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.

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, §§ 104-193.

6. 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.

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. 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. **Interruption of a Bid**
- 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 of Virginia Code § 2.2-4342.
- 10. RRRI I** When an error is made in extending total prices, the unit Bid price will govern. rasures 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. rrors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.
- 11. IIAI I VP** All Bids, roposals 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. ursuant 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. APAI** Unless otherwise specified, all formal Bids or roposals 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/roposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the roposal 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.

21. VIRGINIA RECORDS 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. PUBLIC 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.

PUBLIC INFORMATION

23. PUBLIC INFORMATION: 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.

2. **RA** **A** **R** **A** **I** 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.

2. **R** **A** **P** **I** **A** **I** 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. **I** **I** **I** **I** Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

A **AR**

2. **R** **P** **I** **R** 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 OF CONTRACTS TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the ICB, 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 ICB 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 ICB. 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 ICB, a ICB, 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 ICB, a ICB, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

29. INSURANCE REQUIREMENTS 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 ICB or an ICB 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. Award Notice 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. Bidder Qualification 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 Bid Resolution

- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an ICB only, the County may give preference to Goods, Services and construction produced in Culpeper County or provided by persons, firms or corporations having principal places of business in Culpeper 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. 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 ICB and summarized therein.

RA PROVISIONS

34. **APPLICABLE LAW:** 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 Loudanna 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. **PROVISIONS:** 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. 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. **IA** 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. **PAR** 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. **RA** 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. **PR** 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.

1. **VARIATION** 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.
2. **INTERPRETATION** 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.
3. **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.
4. **WAIVER** **AIR** either 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.
5. **FINANCE CHARGES** **IAAR** no finance charges shall be paid by the County.
6. **ASSIGNMENT** **AIR**: 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.
7. **PAYMENT** **PA** 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.
- 8. RA** 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.

9. **Retention of Earned Amounts:** Pursuant to Virginia Code 28.2-2-4333, 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.

10. **Assignment:** 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.

11. **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.

2. Equal Opportunity Act 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.

3. Equal Opportunity Act

- 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.
- 1. 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.
- 2. 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 VQA 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.

6. RIAI 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.

7. APPRPIAIAI 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.

8. RRIIRIAIAA 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.

- 9. PUBLIC PURCHASE PROCEDURE:** 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. Loudanna 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. ARTICLE** 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. ARTICLE** 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 REDUCTION 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. **THIS IS A DRAFT COPY FOR 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. PIA I IIRA IA 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. VIR I IA A RP RA I I I I 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. AI PR R

- 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. 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.

IV

67. 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. 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. **Inspection** 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. **Delivery** 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. **Shipping** 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. **Liability** 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.

PAIP R I 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.

AIAR No delivery charges of any kind shall be added to any invoice except that (i) if Goods are expressly bought 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.

6. AIR 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.

Prohibit
Vendor A A

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:

FEI or EIN 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:	Mail:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Mail:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Mail:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Mail:
Dates of Service:	\$\$ Value:

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

PROHIBIT

PROCESSED AND RECORDED IN VIRGINIA

THIS OFFER SUBMITTED WITH YOU OR OS/BID. EITHER TO ICUD
THIS OFFER SUBJECT TO SECTION OOU OR OS/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 Loudanna, 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 []

PROCESSED AND RECORDED IN VIRGINIA

STATE OF VIRGINIA

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.).

I respectfully submitted this _____ day of _____, 20____.

Complete if Bidder is an Entity

Witness the following duly authorized signature and seal:

Name of Entity: _____

By: _____ (Signature)

Signature

Print Name: _____

Print Title: _____

STATUTE _____

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 M

MEETING DATE:	July 5, 2023				
AGENDA TITLE:	County Attorney Paralegal/Legal Assistant Job Description				
MOTION(s):	I move the Board of Supervisors approve the County Attorney Paralegal/Legal Assistant Job Description, as presented.				
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 Snow, Director of Human Resources				
PRESENTER(S):	Donna Snow, Director of Human Resources				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	Requesting the Board of Supervisors approve the position description for the County Attorney Paralegal/Legal Assistant Job Description. The position was approved in the FY24 budget, pay band 14, with a starting salary of \$40,397.				
FISCAL IMPACT:	Hiring range: \$40,397 - \$46,456.55 DOQ				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Job Description for County Attorney Paralegal/Legal Assistant				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X			X	



Fluvanna County, Virginia
County Attorney
Job Description

PARALEGAL/LEGAL ASSISTANT

Job Class #:	XXXX
Pay Grade:	14
Category:	Full-time (with benefits)
FLSA Status:	Non-Exempt
Reports To:	County Attorney

SUMMARY

Under the general supervision of the County Attorney, the Paralegal/Legal Assistant will provide legal, clerical, and administrative support services as well as prepare, process, and maintain office files and records; serving as support to staff in the County Attorney's Office.

ESSENTIAL FUNCTIONS

- Maintains case files ensuring all necessary documents are present.
- Ensures confidentiality of sensitive documents and information.
- Assembles background materials and related materials for meetings of the Board of Supervisors.
- Prepares legal notice advertisements for meetings of the Board of Supervisors.
- Performs title search of land records for properties located in Fluvanna County.
- Prepares deeds and easements.
- Prepares necessary paperwork to institute civil collection of outstanding balances owed to the County.
- Assists in gathering documents for Freedom of Information Act requests.
- Drafts responses to subpoena *duces tecum* requests for County Attorney's signature.
- Requests information from attorneys, law enforcement officers, and court personnel.
- Forwards ordinances adopted by the Board of Supervisors to the Municipal Code for inclusion in the County Code.
- Maintains County Code including distribution of ordinances and supplements to County Code recipients.
- Prepares correspondence and legal papers including motions, briefs, opinions, proceedings, orders, complaints, decisions, contracts, ordinances, resolutions, commitments, affidavits, and other documents.
- Assists in the preparation of the County Attorney budget.
- Codes and approves invoices for payment.
- Prepares travel reimbursement forms.
- Handles registration for conferences.
- Responsible for ordering and maintaining office supplies.
- Responsible for processing incoming and outgoing mail.
- Complies with public record access and retention requirements for documents.
- Conducts legal research, as requested.
- Provides assistance to citizen inquiries.
- Performs other related tasks as required.


REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES			
<ul style="list-style-type: none"> • Thorough knowledge of office practices, procedures, and equipment. • Thorough knowledge of departmental functions, county functions, organization, and policies. • Thorough knowledge of the functions and policies of the court system. • Strong analytical and problem-solving skills. • Ability to work under pressure. • Excellent verbal and written communication skills. • Thorough knowledge of various related software including Microsoft Office. • Ability to act with integrity, professionalism, and confidentiality. • Ability to establish and maintain effective working relationships with associates, court officials, and the general public. 			
ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING			
<ul style="list-style-type: none"> • Any combination of education or experience equivalent to graduation from a four-year accredited university or college and experience working in a law office. • A bachelor’s degree or higher in related field is preferred. 			
WORKING CONDITIONS AND PHYSICAL REQUIREMENTS			
<ul style="list-style-type: none"> • Office environment exposure to computer screens; sitting for prolonged periods. • Must have the ability to frequently or constantly lift, push/pull, and hold/carry 10 pounds. • Work requires stooping, grasping, and repetitive motions. • Vocal communication is required for expressing or exchanging ideas by means of spoken words. • Hearing is required to perceive information at normal spoken word levels. • Visual acuity is required for preparing and analyzing written or computer data, operating machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities. • The worker is not subject to adverse environmental conditions. • Must possess an appropriate driver’s license valid in the Commonwealth of Virginia. 			
POST OFFER REQUIREMENTS			
<ul style="list-style-type: none"> • Background Check • Valid driver’s license 			
Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
June 28, 2023	June 23, 2023	June 28, 2023	

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

TAB N

MEETING DATE:	July 5, 2023				
AGENDA TITLE:	Emergency Medical Services (EMS) Policies				
MOTION(s):	Pursuant to Fluvanna County Code Chapter 8, I move the Board of Supervisors approve and adopt the attached proposed Fluvanna County Department of Emergency Services Standard Procedures SDP # 013 through SDP # 015, SDP # 017 through SDP # 026, and repeal previously approved SDP # 008 Personnel Apparel, Gear & Appearance and replace it with SDP # 016 Grooming Standards.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X	X	X		
STAFF CONTACT(S):	Eric Dahl, County Administrator; and Jim True, EMS Supervisor				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>Pursuant to Virginia law and prudent practice, the EMS Chief is to establish policies for the Fluvanna County Department of Emergency Services. The policies presented are Standard Debarment Procedures:</p> <ul style="list-style-type: none"> • SDP # 013 – Attendance -Tardy • SDP # 014 – Care of Vehicles • SDP # 015 – Drug Box Exchange • SDP # 016 – Grooming Standards • SDP # 017 – Inspection of Vehicles/Equipment • SDP # 018 – News and Media Interaction • SDP # 019 – Non-Departmental Observers • SDP # 020 – Protected Health Information to Law Enforcement • SDP # 021 – Placing Item in Service • SDP # 022 – EMS Quality Management Reporting • SDP # 023 – Shift Trades • SDP # 024 – Vacation Request Submission • SDP # 025 – Volunteer EMS Training • SDP # 026 – Warning Devices on Department Vehicles 				
FISCAL IMPACT:	None				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				

<p>ENCLOSURES:</p>	<ul style="list-style-type: none"> • Repeal SDP # 008 Personnel Apparel, Gear & Appearance • Fluvanna County Additional Standard Debarment Procedures: <ul style="list-style-type: none"> ○ SDP # 013 – Attendance -Tardy ○ SDP # 014 – Care of Vehicles ○ SDP # 015 – Drug Box Exchange ○ SDP # 016 – Grooming Standards ○ SDP # 017 – Inspection of Vehicles/Equipment ○ SDP # 018 – News and Media Interaction ○ SDP # 019 – Non-Departmental Observers ○ SDP # 020 – Protected Health Information to Law Enforcement ○ SDP # 021 – Placing Item in Service ○ SDP # 022 – EMS Quality Management Reporting ○ SDP # 023 – Shift Trades ○ SDP # 024 – Vacation Request Submission ○ SDP # 025 – Volunteer EMS Training ○ SDP # 026 – Warning Devices on Department Vehicles 				
	<p>REVIEWS COMPLETED:</p>	<p>Legal</p>	<p>Finance</p>	<p>Purchasing</p>	<p>HR</p>
	<p>X</p>	<p>X</p>		<p>X</p>	<p>X</p>

	FLUVANNA COUNTY DEPARTMENT OF EMERGENCY SERVICES STANDARD PROCEDURES		
	Policy:	Personnel Apparel, Gear & Appearance	SDP # 008
	Scope:	Operations	Page 1
Authority:	Adopted pursuant to Fluvanna County Code Chapter 8, Section 7		Effective Date:

Purpose:

A professional and uniform appearance helps identify personnel as members of the Department being a part of the System and invokes confidence in the citizens they serve. The purpose of this policy is to establish a standard for Members of the Department for the wearing of issued apparel and gear, and a policy governing one's appearance while on duty or when representing the Department. It is also intended to provide a consistent approach for the maintenance and supply of apparel and gear. The EMS Chief and the EMC for the Department Members and County Volunteers shall be responsible for implementing and enforcing this policy.

Definitions:

Personal Protective Equipment (PPE): specialized clothing, equipment, or gear worn to protect against a hazard.

Policy:

1. Department-issued uniforms and PPE remain the property of Fluvanna County and shall only be worn while representing the System, Department or County in an official capacity. Department-issued uniforms and PPE shall be maintained in good condition and turned in when no longer needed or suitable for use.
 - a. Uniform Hardware: Only Department-issued insignia/regalia may be displayed on uniforms worn by members of the Department, and as directed by the EMS Chief.
2. Cleanliness: All issued apparel and PPE shall be clean and in good repair whenever worn. Uniforms and PPE shall be cleaned in accordance with the manufacturer's instructions and the Exposure Control Plan SPD #004.
3. Unacceptable attire includes: wrinkled, stained, faded or torn apparel, or apparel that does not fit properly.
4. Apparel or PPE deemed unsuitable for use shall be turned in and replaced or repaired as soon as possible. Members shall notify the EMC or EMS Chief if apparel or PPE is in need of replacement.
5. Non-issued items: Members may wear items not issued by the Department, including boots, with the approval of the EMS Chief or the EMC.
6. The EMC for Members of the Department shall perform inspections of uniforms and PPE at least biannually and after any event that causes soiling of the garments. Appropriate records should be kept of inspection results and any actions deemed necessary.
7. Any Member who leaves the System shall return all issued uniforms and PPE to the EMS Chief or EMC within 30 days.

Personal Hygiene:

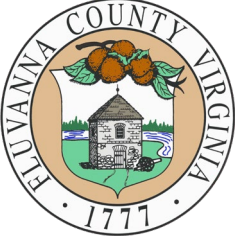
POLICY: Standards of Conduct Policy	SDP # 008	Page 2
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Hair shall be neat and clean in appearance. Hair worn loose shall not extend below the collar. Longer hair shall be secured in a ponytail or bun. No hairstyle shall affect the wearing or donning of protective headgear, including a self-contained breathing apparatus (SCBA) facepiece.

Members of the Department shall not have facial hair which interfere with the facemask seal or safety measures including those required by any other Policy of the Department.

Jewelry:

Jewelry shall be limited in quantity and be discreet in design so as to not interfere with safety.

	FLUVANNA COUNTY DEPARTMENT OF EMERGENCY SERVICES STANDARD PROCEDURES		
	Policy:	Attendance -Tardy	SDP # 013
	Scope:	Operations	Page 1
Authority:	Adopted pursuant to Fluvanna County Code Chapter 8, Section 7		Effective Date:

Purpose:

The purpose of this policy is to establish a standard set of guidelines for full-time and part-time Employees, including reporting to work, meetings, and training.

Policy

All Employees shall adhere to the reporting time established and minimum hours required to maintain proficiency.

Hours of Work/Staff Meeting

Station Personnel

0700-0700 (24 hours) BLS/ALS Unit 1

0800-0800 (24 hours) BLS/ALS Unit 2

Staff meetings, as required

Employees are expected to be in his or her assigned station, properly dressed and ready to answer calls at the start of their shift.

If an Employee cannot report to work or a staff meeting on time, the EMS Supervisor must be notified as soon as possible prior to the Employee's reporting time. The Employee shall give a reason for tardiness and give an estimated time of arrival.

No Employee shall leave his/her duty assignment unless relieved by appropriate personnel as approved by the EMS Supervisor. At no time is an Employee allowed to leave his or her assignment to go to their private residence or alternative workplace unless their EMS Supervisor is notified and has approved it. If an Employee must leave for a family emergency while on-shift the following conditions should be met:

- These instances must be kept to a minimum.
- The duration of the absence must be as short as possible.
- The EMS Supervisor in must be notified in advance to verify there are no other pending scheduling issues and so vacation time can be charged.
- If the absence will take us below minimum staffing, the Mandatory Overtime and Call Back policy should be implemented.

Any full-time Employee that has committed to working an overtime shift and requests to cancel must find a replacement with equal or higher training level to fill that opening.

POLICY: Attendance-Tardy	SDP # 013	Page 2
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During inclement weather conditions, Employees are still expected to report to work at the designated time. If inclement conditions are occurring or are imminent, Employees are expected to make appropriate time adjustments or vehicle arrangements. Employees will not be given compensation for extra hours prior to reporting time, unless approved by the EMS Supervisor.

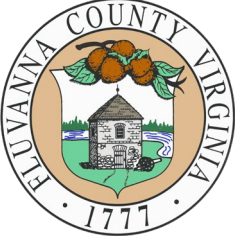
Part-time Employees are encouraged to work a minimum of one 12-hour shift per month with Fluvanna County Department of Emergency Service to maintain proficiency with our guidelines, hospitals, and equipment. If part-time Employees have accumulated more than six (6) consecutive months of inactivity with the agency, the Employee will be removed from the Virginia Office of EMS roster and will no longer receive emails as an invitation to pick up shifts.

Each Employee will be granted one unexcused tardy per calendar year with a verbal warning issued. After that, Employees are subject to disciplinary action in the form of a written warning or further action as dictated by the Employee's current standing in the disciplinary process. The EMS Supervisor has the right to take disciplinary action depending on the severity of the tardiness without a prior warning.

Any staff meetings, training, and other meetings designated as being mandatory must adhere to this tardy policy. If Employees are sick and cannot attend the required meeting, then the EMS Supervisor must be notified that the Employee will not be in attendance prior to or as soon as reasonably possible. The EMS Supervisor has the right to require a doctor's note upon the Employee's return to work.

An Employee can schedule vacation leave that would cause an absence from a staff meeting. The EMS Supervisor will need to confirm in advance that the staff meeting agenda does not include critical items such as OMD call review or mega-code. A minimum of 60 day notice will be required should the Employee make this request.

An Employee can request an excused absence from mandatory training or staff meeting. The excused absence will only be granted with 60 day notice and is at the discretion of the EMS Supervisor.

	FLUVANNA COUNTY DEPARTMENT OF EMERGENCY SERVICES STANDARD PROCEDURES	
	Policy: Care of Vehicles	SDP # 014
	Scope: Operations	Page 1
Authority:	Adopted pursuant to Fluvanna County Code Chapter 8, Section 7	Effective Date:

Purpose:

To establish a policy that states when vehicles shall be cleaned and how vehicles should be maintained.

Policy:

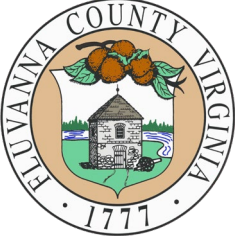
Each vehicle shall be washed daily on the exterior once the external temperature is greater than 40 degrees Fahrenheit. In the event that the expected temperature is not going to reach the 40 degrees Fahrenheit for the date the unit should be washed during the early afternoon hours between 1200 and 1500.

On the first Saturday of the month the units should be waxed.

On the first Sunday of the month the interior of the patient compartment is to be cleaned. Each cabinet should have all the equipment removed, the interior and exterior of the cabinet should be cleaned using a disinfectant product, and at this time a monthly check sheet of all unit stock is to be completed as well.

The interior of each unit should be cleaned daily after the daily check sheet has been completed and submitted in Aladtec. The interior cleaning includes but is not limited to wiping all hard surfaces down with a disinfectant product, including the front of the unit, and removing all trash.

When returning to the station, if the vehicle is dirty, it shall be washed and placed back in service for the next incident. If during inclement weather or during the hours of 2300 and 0700, a vehicle becomes dirty, that vehicle must be sprayed off or washed before being placed back in service (use caution during periods of extreme cold).

	FLUVANNA COUNTY DEPARTMENT OF EMERGENCY SERVICES STANDARD PROCEDURES		
	Policy:	Drug Box Exchange	SDP # 015
	Scope:	Operations	Page 1
Authority:	Adopted pursuant to Fluvanna County Code Chapter 8, Section 7	Effective Date:	

Purpose:

To provide a clear and concise guideline for exchanging drug boxes.

Policy:

No Cardiac (aka; CT, Drug, and/or C) boxes shall be left open or used at any stations occupied by Fluvanna County Department of Emergency Services Employees.

Any Employee that has an opened or used box must exchange the box immediately once the required paperwork has been completed.

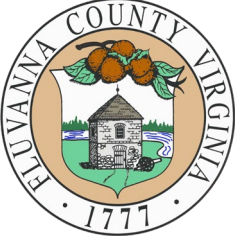
- If a narcotic drug vial cap has been removed the box must be exchanged. The reason the drug vial cap was removed shall be documented in the report. The narcotic must be wasted, witnessed, and documented.
- Only the Employee responsible for the box should go out of service to exchange the box unless the unit is a considerable distance from the station and/or is closer to the hospital where the box can be exchanged.

Under extenuating circumstances (call volume and/or crew fatigue) a box exchange may be pushed to the next day duty crew. In this circumstance the following shall take place:

- A completed report shall be placed in the box.
- Controlled substances shall be checked by the original AIC and crew member taking responsibility for the box to assure the correct numbers.
- Reseal the box with a Fluvanna County Department of Emergency Services tag and record the tag number and personnel the box was handed off to in the report associated with the call.
- Exchange the box as soon as possible!
- Assure the box is secured in a locked compartment on the ambulance or in the supply room until exchanged.
- If something benign happens to or within a drug box and supplies were not used for a patient it can be resealed so long as all narcotics are accounted for with no less than two providers.

An open drug box shall not be transported in a Fluvanna County Department of Emergency Services Employee's personal vehicle at any point during the exchange process. Ideally a response vehicle from one of the stations will be used for the exchange.

Any variance from this policy requires an EMS Supervisor consultation.

	FLUVANNA COUNTY DEPARTMENT OF EMERGENCY SERVICES STANDARD PROCEDURES		
	Policy:	Grooming Standards	SDP # 016
	Scope:	Operations	Page 1
Authority:	Adopted pursuant to Fluvanna County Code Chapter 8, Section 7	Effective Date:	

Purpose:

To set minimum standards for personal grooming and uniforms of all Employees and Volunteers.

All Employees and Volunteers must present themselves in such a way as to generate trust, confidence, and respect from the public and the citizens we serve. It is not the goal of this guideline to regulate or dictate matters of personal style and taste, except to the degree that individual appearance decisions would lessen public confidence in the organization.

In addition, for those Employees and Volunteers in uniform, regulations stress that personal appearance must be commensurate with the high standards traditionally associated with the EMS services.

Policy:

Employees and Volunteers are expected to abide by the grooming standards specified herein. All standards and rules that pertain to personal grooming apply to all uniformed Employees and Volunteers anytime they wear the Fluvanna County Department of Emergency Services uniform, on-duty or off-duty, and to non-uniformed Employees and Volunteers any time they are on duty or otherwise representing Fluvanna County Department of Emergency Services.

In the event that a Volunteer is on duty and in conflict with the policy, the EMS Supervisor shall confer with the Volunteer to determine the best course of action in dealing with the issue.

Authority & Responsibility:

All Employees and Volunteers are responsible to ensure that they conform to these standards.

1. All Employees and Volunteers are expected to take pride in their appearance, maintain a positive public image, and enhance personal safety through the grooming standards outlined in this SOP. The standards outlined in this SOP are a job requirement.
2. Employees and Volunteers whose appearance violates these standards will be informed of the necessary corrections needed for compliance. In cases of extreme violations or safety hazards, Employees will not be permitted to be on duty until the correction has been made.
3. Employees who refuse to comply with these standards and directives may be subject to disciplinary action up to and including discharge.
4. Employee grooming is an appropriate subject for consideration in performance evaluation, work assignment, and promotional eligibility.

Procedure:

1. Grooming Standards - All Employees and Volunteers
 - a. Tattoos, Branding, Scarring or other forms of Body Art
 - i. Employees and Volunteers are prohibited from showing tattoos or body art that are prejudicial to good order, discipline or morale, or bring discredit to Fluvanna

County Department of Emergency Services. Examples of prohibited markings include those that are considered by Fluvanna County Department of Emergency Services to be sexist, racist, vulgar, anti-social, violent, or discriminate against any persons by virtue of including words, symbols, or pictures in the tattoo or body art.

- ii. The administration has the right to request that an Employee or Volunteer cover a tattoo when it is found to violate this policy, or to take necessary corrective action for non-compliance.

2. Grooming Standards - Uniformed Personnel

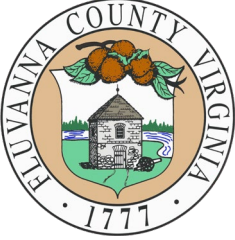
- a. Necklaces, pendants, and medallions may not be worn exposed while on duty. Lanyards are permitted provided they are designed to "Break away".
- b. Wrist watches, rings (one per hand), and medical related bracelets may be worn if the article does not interfere with performing assigned duties, and not subject to catching or snagging due to being loose on the wrists or fingers.
- c. Earrings worn shall be small posts, no "gauges" or earrings that could interfere with performing assigned duties. Piercing holes larger than those necessary to accommodate a small post earring must be covered while on duty and/or in uniform.
- d. Articles such as wallets, watch chains or fobs, personal jewelry, handkerchiefs, combs, etc. are not part of the uniform and will not be attached to or visible on the uniform.
- e. Employees and Volunteers will maintain acceptable personal hygiene standards at all times.
- f. Fingernails will be of moderate length and neatly manicured.
- g. Hair, sideburns, mustaches, soul patches, and articles of clothing must never interfere with use of personal protective equipment (PPE).
 - i. Hair
 - Hair must be neat, clean, and conservatively groomed as described. Hair length, style, and bulk must permit safe and effective use of all PPE required to be used by the employee.
 - Hairstyle, including length, shall be neat, clean, and groomed. Hair long enough to interfere with patient care must be kept in a ponytail or other type style while performing patient care. Hair must not interfere with the effective use of all PPE required by the Employee or Volunteer.
 - ii. Facial Hair
 - Mustaches and beards are must confirm to a providers ability to properly wear all PPE equipment to include respiratory masks of any type. If an Employee or Volunteer chooses to have a beard they must be willing to undergo a respirator fit test at the discretion of the EMS supervisor to prove compliance with department safety standards. If the Employee or Volunteer does not pass the fit testing process they will be required to trim or shave to be able to pass the needed fit testing process for their personal safety.

3. Accepted Uniform Clothing

- a. Boots or approved shoes must always be worn during calls for service.
- b. Employees and Volunteers will be provided with navy blue EMS pants to be used while on duty or in visible site of the public. EMS duty pants are to be worn during working hours which are considered from 0700/0800 to 2100 hours. An Employee or Volunteer may choose to wear other appropriate attire post those hours but should remain in a

response ready states for the remainder of the shift. A department-approved duty belt must also be worn with EMS pants.

- c. Uniform t-shirts and/or polo's are all provided to Employees and Volunteers. All other t-shirts are not acceptable as uniform attire.
 - i. Uniform Polo's are expected to be worn from October 1st until May 1st. T-Shirts may be worn during the months of May 1st until October 31st.
 - ii. In the event that an Employee or Volunteers chooses to wear uniform polo's during the time frame that allows for uniform T-shirts this will be allowed.
 - iii. Employees and Volunteers may not chose to wear uniform T-shirts in place of uniform polo's during the described time frames.
 - iv. All Uniform Polo's and T-shirt should be stain free and professional in nature. Employees and Volunteers are encouraged to bring with them a second uniform to assist in the ability to maintain a professional appearance at all times.
- d. Fluvanna County Department of Emergency Service provides ball caps and winter hats with the appropriate logo. These may be worn at any time you feel appropriate.
- e. Any apparel item displaying Fluvanna County Department of Emergency Service logo and/or name must be approved by Fluvanna County Board of Supervisors if said apparel is worn while on duty.

	FLUVANNA COUNTY DEPARTMENT OF EMERGENCY SERVICES STANDARD PROCEDURES		
	Policy:	Inspection of Vehicles/Equipment	SDP # 017
	Scope:	Operations	Page 1
Authority:	Adopted pursuant to Fluvanna County Code Chapter 8, Section 7	Effective Date:	

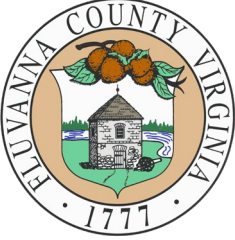
Purpose:

The purpose of the policy is to create a uniform procedure on how vehicles and equipment should be inspected.

Policy:

Each vehicle has an assigned crew for the day that are required to complete a daily vehicle check sheet and inspection. These daily checks will begin within thirty minutes after the start of your shift. A variance will be given should the current call volume prohibit the time frame, when a variance occurs the crew should check the unit upon arrive back at the station. Employees shall complete the daily check sheet online through Aladtec checking all appropriate supplies and equipment.

Shifts are assigned a vehicle, which shall be inspected, and interior compartments cleaned once a month while completing the appropriate monthly inventory check sheet. It is the responsibility of the EMS Supervisor to conduct random checks. Immediate feedback and/or suggested improvements on the status of the trucks shall be given to the crews at the time of the inspection. The EMS Supervisor may choose to inspect the vehicles at any point for cleanliness, expired equipment or other abnormalities.

	FLUVANNA COUNTY DEPARTMENT OF EMERGENCY SERVICES STANDARD PROCEDURES		
	Policy:	News and Media Interaction	SDP # 018
	Scope:	Operations	Page 1
Authority:	Adopted pursuant to Fluvanna County Code Chapter 8, Section 7	Effective Date:	

Purpose:

The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) establishes the circumstances under which individuals’ protected health information (“PHI”) can be disclosed. Fluvanna County Department of Emergency Services Employees may not disclose PHI to the news media without the patient’s written express authorization. In addition, state laws may also grant patients additional privacy protections and may enable parties to bring legal action for invasion of privacy or other related causes of action for improper releases of patient information to the news media – sometimes even information that might not qualify as PHI under HIPAA.

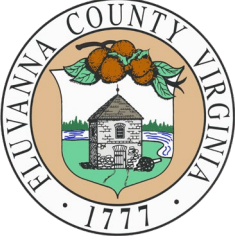
This policy establishes consistent guidelines for Fluvanna County Department of Emergency Services to follow when dealing with requests from the media so that Fluvanna County Department of Emergency Services respects individual privacy rights and complies with applicable federal and state law. Fluvanna County Department of Emergency Services fully respects the right of the public to know about events, but we will provide information to the news media only to the extent that the law allows us and only when it would not infringe on the privacy rights of our patients.

Definition(s):

Public Information Officer (PIO) – Appointed by Fluvanna County Board of Supervisors

Scope:

This policy applies to all Fluvanna County Department of Emergency Services Employees and Volunteers who might come into contact with or who may be contacted by various media outlets. All requests from the media for any information about an incident involving Fluvanna County Department of Emergency Services will be directed to our PIO or the EMS Supervisor.

	FLUVANNA COUNTY DEPARTMENT OF EMERGENCY SERVICES STANDARD PROCEDURES	
	Policy: Non-Departmental Observers	SDP # 019
	Scope: Operations	Page 1
Authority:	Adopted pursuant to Fluvanna County Code Chapter 8, Section 7	Effective Date:

Purpose:

To establish a policy for allowing non-departmental observers to ride-a-long for a shift.

Policy:

Any person wishing to ride-a-long to observe the Fluvanna County Department of Emergency Services must complete a Request Form.

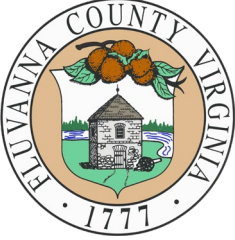
The Request Form may be downloaded from the Department's website or picked up at each station.

The completed form shall be submitted to the EMS Supervisor.

The person will be assigned to a shift prior to arriving at the station. The observer must wear the observer pass located at the station on all EMS calls.

Employees must make sure that the observers are not put into a situation, which could cause harm or unsafe practices.

The Request Form and Release of Liability will be kept on file with the EMS Supervisor. All forms shall be submitted to the EMS Supervisor prior to the ride-along.

	FLUVANNA COUNTY DEPARTMENT OF EMERGENCY SERVICES STANDARD PROCEDURES		
	Policy:	Protected Health Information to Law Enforcement	SDP # 020
	Scope:	Operations	Page 1
	Authority:	Adopted pursuant to Fluvanna County Code Chapter 8, Section 7	Effective Date:

Purpose:

Protected health information (“PHI”) may only be released to law enforcement officials under specific and limited circumstances under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). This policy provides consistent guidelines for Fluvanna County Department of Emergency Services Employees and Volunteers to follow regarding the release of PHI to law enforcement when the law enforcement official does not serve some type of legal process, such as a summons, subpoena, or warrant, so that Employees and Volunteers only release PHI in accordance with HIPAA.

Scope:

This policy applies to all Fluvanna County Department of Emergency Services Employees and Volunteers who may come in contact with law enforcement including field personnel who may encounter law enforcement officials at the scene of an incident and other Employees who may be approached by law enforcement directly after an incident. This policy applies to situations where law enforcement is seeking PHI from an Employee or Volunteer, and the law enforcement official does not present Fluvanna County Department of Emergency Services with a legal process, such as a subpoena, summons or warrant. Fluvanna County Department of Emergency Services Policy on Release of Protected Information Pursuant to Warrant, Subpoena, Summons or Administrative Request applies to situations where law enforcement or other parties are seeking information pursuant to legal process.

Procedure:***General Procedure for Handling Requests***

1. If an Employee or Volunteer of Fluvanna County Department of Emergency Services is approached by a law enforcement official and the official makes a request for PHI about a patient from the Employee or Volunteer, the Employee or Volunteer should verify the identity of the law enforcement official and ask the official what is the purpose for which the request is being made.
2. If the request is being made for one of the purposes listed in this policy, then the Employee or Volunteer may release the PHI to the law enforcement official, in accordance with this policy. Formal written patient authorization is not required when releasing PHI pursuant to one of the purposes listed in this policy; however, where the patient is readily available and able to consent to the disclosure, the law enforcement officer should be directed to the patient so long as it doesn't delay necessary patient care.
3. If the Employee or Volunteer is unsure about whether the release of PHI is proper, the Employee or Volunteer should direct law enforcement to the most senior personnel on scene for guidance. Under no circumstance should any Employee or Volunteer release PHI to law enforcement if the Employee or Volunteer is unsure about the appropriateness of the disclosure.
4. If the request for PHI does **not** fall under one of the purposes listed in this policy, the Employee or Volunteer should inform the law enforcement officer that s/he is not permitted under HIPAA to

POLICY: PHI to Law Enforcement	SDP # 23	Page 2
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release the information. The Employee or Volunteer may inform the law enforcement official of the following two options:

- a. The law enforcement official may obtain legal process, such as a warrant, summons, or subpoena, to obtain the information of Fluvanna County Department of Emergency Services.
 - b. The law enforcement official may obtain the information directly from the patient if the patient is stable and willing to speak with the official. Employees and Volunteers should only provide this option to a law enforcement official when doing so would not impede patient care and where the patient is willing to speak with the official. For a stable patient, the Employee or Volunteer should first consult with the patient to determine whether the patient is willing to speak with the official. If the patient declines to speak with the official, the Employee or Volunteer should inform the enforcement official.
5. Employees and Volunteers should record, at a minimum, the following information about all law enforcement requests that are unaccompanied by legal process:
- a. The name of the law enforcement official;
 - b. The date and time of the request;
 - c. The purposes for which the request was made (if provided);
 - d. What information the law enforcement official requested;
 - e. Whether the patient was consulted about the request and the patient's response;
 - f. Whether the HIPAA Compliance Officer or other individual at the Fluvanna County Department of Emergency Services was consulted about the request;
 - g. Whether the law enforcement official made any representations that Fluvanna County Department of Emergency Services was consulted about the request;
 - h. Whether PHI was released and what PHI was released; and
 - i. The reason(s) why the PHI was released.

Purposes for Which Disclosure Can Be Made to Law Enforcement without Legal Process

Disclosures of PHI Required by State Reporting Law

1. Virginia State law requires that Fluvanna County Department of Emergency Services is consulted about the request; Employees and Volunteers must report the following types of incidents to law enforcement agencies in Virginia:
 - a. When the individual is the victim of a crime or;
 - b. When the individual has been arrested and has received emergency medical services or has refused emergency medical services and the health records consist of the prehospital patient care report required by § 32.1-116.
 - c. In response to their request, for the purpose of identifying or locating a suspect, fugitive, person required to register pursuant to § 9.1-90 of the Sex Offender and Crimes against Minors Registry Act, material witness, or missing person, provided that only the following information may be disclosed:
 - i. Name and address of the person,
 - ii. ○ Date and place of birth of the person,
 - iii. ○ Social security number of the person,
 - iv. ○ Date and time of treatment received by the person,
 - v. ○ Date and time of death of the person, where applicable,
 - vi. ○ Description of distinguishing physical characteristics of the person (i.e. weight, hair color, eye color, gender, facial hair, scars and tattoos), and

POLICY: PHI to Law Enforcement	SDP # 23	Page 3
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- vii. ○ Type of injury sustained by the person;
 - d. To law-enforcement officials regarding the death of an individual for the purpose of alerting law enforcement of the death if the health care entity has a suspicion that such death may have resulted from criminal conduct;
 - e. To law-enforcement officials if the health care entity believes in good faith that the information disclosed constitutes evidence of a crime that occurred on its premises;
- 2. If there is any doubt regarding whether or not Virginia requires reporting of a particular injury or incident, the Employee or Volunteer should contact a supervisor for a list of incidents that must be reported under Virginia law.

Disclosing PHI about Crime Victims

1. PHI about crime victims may be disclosed to law enforcement only upon request of a law enforcement official. The disclosure may not be initiated by Fluvanna County Department of Emergency Services.
2. Fluvanna County Department of Emergency Services may disclose PHI about a crime victim to a law enforcement official if the individual agrees to the disclosure. If the patient is conscious and alert, and it would not impede the provision of care, the Employee or Volunteer should ask the patient if it is acceptable to disclose the PHI to law enforcement. If the patient does not consent to the disclosure, then PHI should not be disclosed and law enforcement should be informed of that fact. If the victim does consent to the disclosure, the PHI may be released in accordance with the patient's wishes. The consent may be verbal, but it should be documented on a patient care report or other document.
3. If the patient is unable to consent, due to incapacity or other reason, the Employee or Volunteer should ask law enforcement if they can wait until the patient is able to consent to the release of the PHI. If the law enforcement official represents that waiting until the patient is capable of agreeing to the disclosure would compromise an immediate law enforcement activity, then PHI may be disclosed to law enforcement provided the following conditions are met:
 - a. The Employee or Volunteer, in the exercise of professional judgment, determines that disclosure would be in the best interests of the crime victim;
 - b. The law enforcement officer needs the information to determine whether a violation of law has occurred; and
 - c. The law enforcement officer represents that the information requested is not intended to be used against the crime victim.

Representations from law enforcement may be verbal and should be documented in a patient care report or other document.

Disclosing PHI Regarding Victims of Abuse, Neglect, or Domestic Violence

1. If law enforcement makes a request to an Employee or Volunteer for PHI, the EMS Supervisor or designee should be consulted about the request; if the Employee or Volunteer reasonably believes the patient to be the victim of violence or abuse, the Employee or Volunteer may release PHI to law enforcement if the patient agrees to the disclosures. The Employee or Volunteer should first ask the patient for his/her consent to release the information. If the patient does not consent to the disclosure, no PHI should be provided to law enforcement and law enforcement should be informed of this fact. If the individual agrees to the disclosure of PHI, the Employee or Volunteer may give the PHI to law enforcement in accordance with the patient's consent. This consent can be verbal but it should be documented on the patient care report.
2. If the individual is unable to consent to the disclosures due to incapacity, mental condition, etc., and the laws of Virginia expressly authorize reporting of this type of information to law enforcement, the EMS Supervisor or designee should be consulted about the request; and Employee or Volunteer may release PHI to law enforcement provided that either of the following conditions are met:
 - a. The Employee or Volunteer, in the exercise of professional judgment, believes that the disclosure is necessary to prevent serious harm to the patient or other potential victims; or
 - b. Law enforcement assures the Employee or Volunteer that the PHI will not be used against the victim and represents that an immediate law enforcement activity that depends upon the disclosure would be materially and adversely affected by waiting until the individual is able to agree to the disclosure.
3. Representations from law enforcement may be verbal and should be documented in a patient care report by the Employee or Volunteer along with all details regarding the disclosure including the identity of the requestor, the purpose of the request, the date and time of the request, and the PHI released about the victim.
4. If the EMS Supervisor or designee was consulted about the request and discloses PHI without the patient's consent because the patient was unable to consent, the HIPAA Compliance Officer must contact the patient and alert them of the disclosure, unless Fluvanna County Department of Emergency Services believes contacting the patient will only put the patient at greater risk.

Disclosing PHI Regarding Decedents

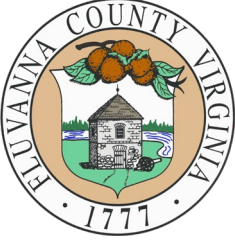
1. PHI can be released to law enforcement about decedents without a request for PHI from a law enforcement official (*i.e.*, Fluvanna County Department of Emergency Services may initiate this type of disclosure).
2. Fluvanna County Department of Emergency Services Employees and Volunteers may disclose limited PHI to law enforcement about an individual who has died when the Employee or Volunteer has a reasonable, good faith belief that the death may have resulted from criminal conduct. The Employee or Volunteer does not necessarily have to come to a legal conclusion, or know with complete certainty, that the death resulted from a crime. This includes any type of crime.
3. Disclosure regarding suspected victims of a crime should be limited to basic facts about the victim and the circumstances of the death.

Disclosing PHI to Report a Crime in an Emergency

1. Fluvanna County Department of Emergency Services may initiate this type of disclosure to law enforcement absent a request from a law enforcement official.
2. Fluvanna County Department of Emergency Services Employees and Volunteers may disclose PHI to law enforcement when they believe it is necessary to alert law enforcement to:
 - The commission of a crime
 - The nature of a crime
 - The location of the crime
 - The location of a crime victim
 - The identity, description, and location of the perpetrator of a crime
3. Disclosures of PHI to report a crime in an emergency should be limited to necessary information about the nature of the crime and information about the suspect(s).

Disclosure of PHI to Avert a Serious Threat to Health or Safety

1. Fluvanna County Department of Emergency Services may initiate this type of disclosure to law enforcement absent a request from a law enforcement official.
2. Fluvanna County Department of Emergency Services Employees and Volunteers may disclose PHI to avert a serious threat to health or safety so long as the Employee or Volunteer believes that the disclosure is necessary to:
 - a. Avert a serious and imminent threat to a person's safety or the public at large;
 - b. Identify or apprehend an individual because that individual admitted to participating in a violent crime that may have caused serious harm to someone; or
 - c. Identify or apprehend someone who escaped from a correctional institution or from lawful custody.
3. Disclosures of PHI to prevent or lessen a serious and imminent threat to the health or safety should only be made to alert persons who are reasonably able to prevent or lessen the threat.
4. Disclosures of PHI to prevent or lessen a serious threat to health or safety should be limited to necessary information to prevent or lessen the threat, and necessary information about the individual who poses the threat.

	FLUVANNA COUNTY DEPARTMENT OF EMERGENCY SERVICES STANDARD PROCEDURES		
	Policy:	Placing Item in Service	SDP # 021
	Scope:	Operations	Page 1
Authority:	Adopted pursuant to Fluvanna County Code Chapter 8, Section 7	Effective Date:	

Purpose:


The purpose of the policy is to create uniform procedures for placing a new piece of equipment, software, or tool in service.

Policy:

Each piece of new equipment should have, within thirty (30) days of delivery a training video, PowerPoint® Presentation, or formal practical training created that shows the manufacturer's recommendations for proper use of the equipment. The EMS Supervisor or his/her designee shall create the necessary training for each new item placed in service. If a new piece of equipment arrives prior to the necessary training completed for the equipment, the equipment shall not be placed into service.

The training video or PowerPoint® Presentation need not have a certain length but be informative and thorough in nature. The video must be submitted to the EMS Supervisor upon completion by his/her designee for approval. Upon receipt of approval, the EMS Supervisor shall be assigned with the task of distribution to the Employees and Volunteers. This task shall take place via on-shift training, email, staff meeting training, volunteer training, or other methods deemed appropriate by the EMS Supervisor.

This SOP shall not be limited to current and future equipment or goods but shall include items deemed necessary.

	FLUVANNA COUNTY DEPARTMENT OF EMERGENCY SERVICES STANDARD PROCEDURES		
	Policy:	EMS Quality Management Reporting	SDP # 022
	Scope:	Operations	Page 1
Authority:	Adopted pursuant to Fluvanna County Code Chapter 8, Section 7	Effective Date:	

In accordance with Virginia Code §8.01-581.17 and applicable Virginia Office of Emergency Medical Service regulations, this SOP provides guidelines for Quality Management Reporting functions. Quality Management Reporting functions are to evaluate system effectiveness and regard for established SOP's, guidelines, and standards of care.

This SOP will provide guidance for the completion of electronic patient care report (ePCR) for Emergency Medical Services (EMS) billing, ensure the compliance with treatment protocols, standardized completion of ePCR's, compliance with operational policies, and provide methods for remediation and improvement.

Policy:

The AIC will ensure completion of the ePCR and post on the Imagetrend site by the end of the AIC's shift, for each EMS Call dispatched. The AIC will be considered the ePCR's author.

- It is important that each report be locked so it is accessible by the QM team.
- Once the report is complete it should be synced so the report is accessible in the EHR system within ESO and available to the appropriate hospitals. The AIC may sync the call and complete on a station computer or their own laptop as long as they are at the station. Reports should not be completed at other locations away from Fluvanna County Department of Emergency Service staffed stations.
- If a patient is to be transported to a hospital the AIC should make every effort to leave at least an abbreviated report with the nurse at the hospital. If this isn't possible then a full report should be posted on ESO for the hospital to access no later than 12-hours from the time of the call or by the end of the AIC's current shift.

The digital ePCR will then be reviewed by the QM team for its completion, quality of care provided, and protocol compliance.

- QM comments and requests for action:
 - The QM team will alert the author of corrections needed for the ePCR. The alert will be sent via Imagetrend messages to the Attendant In Charge (AIC) and Captain of the AIC. These notifications may also include the EMS Supervisor.
 - The author of the report shall make the necessary corrections to their ePCR by the end of their next scheduled shift. Preferably at the beginning of their next shift.
 - Failure to do so within six (6) days (or two scheduled shifts) will constitute non-compliance.
- It is required that each provider sign-in at the beginning of your shift (or as soon as feasible after training and truck checks) to check for QM messages and make any required corrections. Once

POLICY: EMS Quality Management Reporting	SDP # 026	Page 2
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corrected the AIC should send a reply message to the QM team to notify them that the report has been corrected so it can be marked "Approved" for billing, if applicable.

- Impact of non-compliance results in lack of funding to the county to support the EMS service to the community of Fluvanna County.
- Corrective action in the form of verbal, written, and dismissal may be followed for non-compliance.
- The QM team will create and follow a standard of work regarding the review process for each call that is reviewed. The standard of work will be located in Aladtec for review of the employees.

On a monthly basis the EMS Supervisor will supplement the QM team review of ePCRs on select calls. Supplemental review will occur with ePCRs or incidents containing:

- Patient or public complaint
- Death on the scene
- Death in transit
- Vehicle extrication incidents
- Any case of inappropriate action by a health care provider
- Any instance of medication error or receipt of inappropriate orders
- Use of Aeromedical Services
- Rapid Sequence Induction (RSI) procedure
- Any patient requiring electrical therapy
- Any patient requiring use of the ventilator/BiPap/CPAP
- Any report can be pulled at random to be reviewed

If appropriate, the review will be forwarded to the Agency Physician for further evaluation and/or action.

The Agency Physician may conduct an incident review several times during the year in addition to this policy to focus on the following incidents:

- RSI procedures
- Incidents as deemed necessary by the EMS Supervisor

Definitions:

Quality Assurance - The process by which the performance of individual EMS Providers will be continuously monitored to ensure compliance with treatment protocols and operational policies.

Quality Improvement - which involves a continuous cycle of evaluation, identification of strengths and opportunities for improvement, education, and training in areas needing improvement and then re-evaluation to determine whether improvement has been achieved.

Standardized Requirements for ePCR Completion:

The following is standardized ePCR documentation for Fluvanna County Department of Emergency Services personnel, and to provide a comprehensive understanding of what is required for timely billing and requested by EMS Supervisor and the Agency Physician.

Incident Information

- Address, location, or intersection dispatched to

POLICY: EMS Quality Management Reporting	SDP # 026	Page 3
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- Primary role of the unit should be marked according to the highest level of care on the unit at time of response.
- Patient Information
- Verify if patient is a repeat patient
- Provide name, age, gender, date of birth, address, and parent/guardian for the patients under the age of eighteen, where applicable.
 - The address of the patient shall be where the patient receives their mail. In the event that the patient does not have a street address that they receive mail at then both the residence address and a Post office box number should be obtained.

Vitals/Flowchart/Assessments

- All procedures, medications administered, vitals, and EKG's shall be entered and time stamped under Flowchart within your report. The import of this is information from your monitor is the desirable method when possible.
- All patients shall have the medical assessment completed to include a minimum of but not limited to skin condition, mental status, and neurological assessment.
- Patients with traumatic injury need to have an injury assessment completed.
- Patients with burn injury need to have a burn assessment completed.
- A weight shall be included whenever a weight-based drug is administered.
- All appropriate sets of vitals shall include a Glasgow Coma Score (GCS).
- Vital sign acquisition is recommended every 5 minutes for unstable patients, and every 15 minutes for stable patients and shall be documented in the Vitals section of your report. Vitals may be imported from the monitor under this section of your report. When a refusal is obtained then two sets of vitals should be considered for documentation of arrival and departure conditions.
- Cardiac Monitoring [4 or 5 lead] (ALS skill only), shall be noted under Flowchart and Other. When monitoring 4 or 5 lead the provider shall note in the flow chart any changes in the patient cardiac rhythm during transport. The code summary report may be utilized to assist with the time the change occurred and should be upload to the report electronically as well.
- ECG 12-lead (BLS skill that includes lead placement, pressing analyze, reading results, and transmitting results to hospital), as soon as an Intermediate or Paramedic provider is present and specifics are interpreted then it becomes ALS. This should be recorded/transferred under Flowchart and Other within your report.
- ECG 15-lead, or posterior leads (ALS skill only) should be documented in the Vitals section of your report. This should be recorded/transferred under Flowchart and Other within your report.
- 12-Leads shall not be administered as a tool to obtain a refusal. If a 12-lead is indicated on scene and then patient refuses care and transport then Medical Control shall be contacted for consultation prior to leaving the scene. All information regarding the refusal shall be documented.
- All 4-leads or 12/15-leads should include an interpretation within the Flowchart event for ALS or BLS providers.
- Past History
- Patient allergies should be recorded when medications are administered. If unable to obtain allergies, it should be documented "unable to obtain allergies" and reason why in your narrative. All past history can be documented in the Patient tab.
- Narrative

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- All providers completing a narrative/report with Fluvanna County Department of Emergency Service shall follow the DCHARTE narrative format. Refer to Appendix A for a detailed description of what should be included in each section.
- Narratives are discoverable items and can appear in court. Narratives should not include editorial information such as “I could not get dispatch to understand that I needed a helicopter at this location” or “patient back boarded prior to my arrival although it wasn’t necessary”. Instances such as these should be handled by other means and not included in reports.

Forms

- Specialty patient forms shall be completed under the Forms tab for the following patient chief complaints:
 - Patients requiring an Advanced Airway
 - Burn patients
 - Stroke patients
 - Patients requiring CPR
 - Patients involved in MVC’s
 - Obstetrical patients
 - Sepsis patients
 - Patients assessed for spinal immobilization
 - Trauma patients

Disposition

- The following calls are considered to be making patient contact, patient information and a signature shall be obtained. The response disposition should be chosen according to the following:
 - “Patient Treated, Released (AMA)” shall be selected in the rare instances when a procedure, medication administration, and/or Advanced Life Support (ALS) has been done, such as a patient that may be unresponsive due to low blood sugar (with known history) and when given D10 they wake up and do not wish to be transported. In this and similar cases **medical control shall be contacted** due to initiation of advanced medical procedures and/or medication administration. Providers must be aware of and prevent extensive on-scene times. Document your findings using the DCHARTE format.
 - “Patient Treated, Transported by Law Enforcement” should be chosen if the patient was assessed with little or no injuries found and determined the patient will be transported to an alternate facility by Law Enforcement. Document your findings using the DCHARTE format. If unable to obtain a refusal note in section “E”.
 - “Patient Treated, Transferred Care to Another EMS Professional” should be chosen when care was initiated by one unit or EMS provider and care was transferred into the care of another service. For example, if a BLS provider is at a scene and treats a patient, but a separate ALS provider arrives and takes over, the BLS record would indicate this disposition.
 - Document your findings using the DCHARTE format.
 - Occasionally we are called for public service where a patient needs assistance to a chair, bed, or car. If the patient has **no injury or illness** and only needs lifting assistance, this call can be marked as “Assist, Public”. A report is required for these patients and basic patient demographics shall be obtained and narrative completed using the DCHARTE format.
 - “Assist, Agency” shall be selected as the appropriate disposition if a unit of ours assisted another unit within our department. Patient demographics shall be obtained. In a cardiac

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arrest situation the primary lead on the call should obtain and document information for all procedures and medications administered on that unit's report.

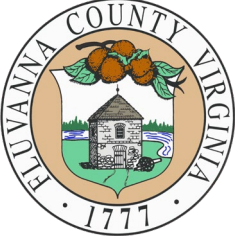
- "Patient Refused Evaluation/Care (Without Transport)" shall be obtained and marked accordingly if:
 - If assessment completed and vital signs were obtained
 - Patient has an injury or illness that requires 911 to be activated, but decides that transport is not necessary.
 - If someone else activates 911 for a patient with an illness or injury and the patient decides that transport is not necessary.
 - At least one set of vitals and patient information/demographics shall be obtained with any patient refusal.
 - Refusal narratives shall be in the DCHARTE format.
 - Providers must be aware of and prevent extensive on-scene times.
- The following are considered when there is no patient contact and no patient information is required.
 - "Standby-Public Safety, Fire, or EMS Operational Support Provided" should be selected when an EMS unit is dispatched to standby at a fire or hazardous material scene and no medical attention is necessary. This may also be used for any Squad 1 response.
 - "Canceled on Scene/No Patient Found" is used when your patient has fled the scene or is no longer at the address you were called to. If you have made contact with a patient and they have no injury or illness, then refer to above, "Assist, Public".
 - If the call was canceled, then mark report as "Canceled (Prior to Arrival at Scene)"
 - If you arrive on scene of an MVC and command has reported no injuries and no patient contacts have been made. This can be marked as "Canceled on Scene/No Patient Found".
- Patient dead at scene; there should be a minimum of patient demographics and one set of vitals where necessary to confirm death:
 - If a cardiac arrest patient or obvious death without transport then mark the report as "Patient Dead on Scene - No Resuscitation Attempted (Without Transport)".
 - If a cardiac arrest patient with extended downtime or obvious death and you are requested to transport the patient to a funeral home or morgue then mark the report as "Patient Dead on Scene - No Resuscitation Attempted (With Transport)".
 - If a cardiac arrest patient and treatment given without transport then mark the report as "Patient Dead on Scene - Resuscitation Attempted (Without Transport)".
 - Contact Local law enforcement officers to respond and stay on scene if no calls pending to await a decision for transport. It will be the decision of the family and/or the Police Department as to which Funeral Home is needed or if the patient is to go to the Morgue.

Signatures

- Providers shall make all reasonable attempts to obtain patient signatures or obtain authorized representatives' signatures. Causes for a lack of patient signature may include:
 - Patient refusal documentation will have the signature of the provider that is documenting the report (AIC). A second signature must also be obtained as a witness to the fact the patient is refusing transport. The first option would be a family member or bystander present that hears the patient state they will not be transported. Second should be non-medical personal on scene with the patient, an example would be either LEO or Fire

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- personal. The last option would be the partner of the AIC. ALL refusal will have a witness signature documented.
- Patient limitations (i.e. quadriplegia, etc.), altered mental status, and/or injuries that prevent signing.
 - First, the provider should attempt to get an authorized representative to sign and complete Section II under Signatures.
 - If unable to get an authorized representative then complete Section III and obtain a signature from a hospital representative.
 - It shall be documented under section “E” of the narrative when the patient is unable to sign.
 - Patient is a minor; the provider should get the parent of the patient to sign and complete Section I under Signatures. If the parent is unavailable then complete Section III under Signatures and have a hospital representative sign. Document under section “E” of the narrative why the patient is unable to sign.

	FLUVANNA COUNTY DEPARTMENT OF EMERGENCY SERVICES STANDARD PROCEDURES		
	Policy:	Shift Trades	SDP # 023
	Scope:	Operations	Page 1
Authority:	Adopted pursuant to Fluvanna County Code Chapter 8, Section 7		Effective Date:

Purpose:

The purpose of this policy is to establish a standardized method for requesting shift trades.

Policy:

If an Employee wishes to trade a shift, it is the responsibility of the Employee to make the arrangements.

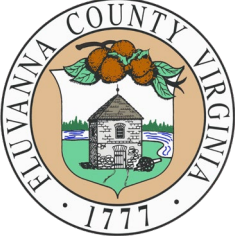
The trade cannot be made prior to ninety (90) days of the effective date and must be returned in the same two week pay cycle.

No shift trades will be allowed with less than a twenty-four (24) hour notice. The EMS Supervisor may approve a shift trade with less notice should an emergency arise and the Employees agree to the shift trade via email including the EMS Supervisor.

Shift trades shall be made with equal or higher trained personnel than the Employee making the request. A BLS must shift trade with another BLS provider. An ALS provider must trade with another ALS provider. Units cannot be downgraded due to shift trading.

Employees shall complete the shift trade request using the scheduling software and submit for approval by the EMS Supervisor. The EMS Supervisor will approve or deny the request.

In the event that a shift trade involves an Employee whose employment terminates, the request is void. If the Employee wishes to still have that date off, another shift trade must be arranged and approved as above or vacation time submitted. Therefore, the Employee's vacation time balance must be equal to or greater than the number of hours requested by the trade.

	FLUVANNA COUNTY DEPARTMENT OF EMERGENCY SERVICES STANDARD PROCEDURES		
	Policy:	Vacation Request Submission	SDP # 024
	Scope:	Operations	Page 1
Authority:	Adopted pursuant to Fluvanna County Code Chapter 8, Section 7	Effective Date:	

Purpose:

The purpose of this policy is to establish a standardized method for requesting vacation.

Policy:

Employees shall be given the opportunity to select vacation time on a first-come, first-served basis.

Employees shall complete the vacation request using the schedule software and submit to the EMS Supervisor no later than the fifteenth (15th) of the month prior to the date requested off. Employees requesting more than one shift of vacation time should submit the request 60 days in advance to assist with staffing needs. The EMS supervisor will approve or deny the request and an e-mail will be sent.

If requesting vacation after the 15th, then Employees shall find their own replacement and submit 48 hours prior to the vacation day requested. Part-time Employees should be considered first to minimize overtime. It is preferred that the replacement have equal training to the person requesting the vacation day.

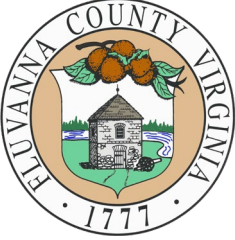
No less than twelve (12) hours will be approved for vacation.

Vacation requests can be canceled up to one week prior to the day requested.

Vacation Selection:

The vacation selections shall be made based on the following:

1. No more than one person Shift will be allowed vacation leave at a time.
2. If the request for vacation is made after the 15th of the month prior to the month requested off, then it is the Employee's responsibility to find his/her replacement.
3. A second provider has the ability to request vacation time but must find their own replacement after the first providers shift has been filled.
4. The following Holidays will not be approved for vacation requests unless the Employee has already found coverage, which is approved by the EMS Supervisor with a minimum of 90 day's notice: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, The day after Thanksgiving Day, Christmas Eve, and Christmas Day.

	FLUVANNA COUNTY DEPARTMENT OF EMERGENCY SERVICES STANDARD PROCEDURES		
	Policy:	Volunteer EMS Training	SDP # 025
	Scope:	Operations	Page 1
Authority:	Adopted pursuant to Fluvanna County Code Chapter 8, Section 7	Effective Date:	

Purpose:

The purpose of this policy is to establish a standard for attendance to Volunteer training events.

Policy:

There are approximately 11 training meetings offered in a calendar year. The EMS Supervisor shall provide a full schedule in the first month of that year.

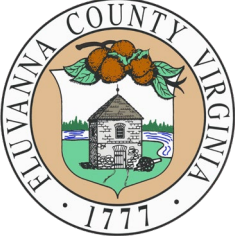
There will be three (3) mandatory training meetings in a calendar year. Mandatory meetings may be made up online or by appointment with the instructor(s). VAOEMS EC's can assist the Volunteers in making up the training. Due to the time restraints of Volunteers, times and dates for training will be made available to assist with their life work balance.

To remain a Volunteer, you shall attend a minimum of six (6) training meetings in one (1) calendar year. The EMS Supervisor may reduce the minimum number of meetings required if any are canceled due to weather or other unforeseen circumstances.

Failure to attend the minimum required training meetings in a calendar year, which include all the mandatory meetings, would constitute non-compliance of this guideline.

If a Volunteer is in non-compliance, the Volunteer would be placed on a minimum of three (3) months' probation where they will have time to make up required meetings and attend future scheduled meetings.

If at the end of the three months the Volunteer has not made up the required meetings and attended at least one training session, the EMS Supervisor shall suspend the Volunteer awaiting a written plan of corrective action. The Volunteer must schedule a meeting with the EMS Supervisor to formulate the corrective action in writing. If the Volunteer does not contact the EMS Supervisor in writing within 30 days the lack of communication will be considered a resignation and will initiate the equipment and uniforms policy

	FLUVANNA COUNTY DEPARTMENT OF EMERGENCY SERVICES STANDARD PROCEDURES		
	Policy:	Warning Devices on Department Vehicles	SDP # 026
	Scope:	Operations	Page 1
Authority:	Adopted pursuant to Fluvanna County Code Chapter 8, Section 7	Effective Date:	

Purpose:

To establish procedures and criteria for the use of warning devices on department vehicles.

Policy:

Virginia Vehicle Code authorizes the use of warning lights and sirens on emergency vehicles during response to emergency situations. Emergency situations are defined as those situations where life and/or property are directly endangered.

Emergency Operations:

Emergency Vehicles: Shall be operated on an emergency basis only when all warning lights are in continuous operation.

Warning Lights: Warning lights on department apparatus shall be kept in operation while responding to calls or when necessary while working at emergencies. Warning lights may also be used during transport of a patient to a local hospital or landing zone at the discretion of the attendant in charge.

Siren: The siren shall be operated as needed when utilizing any of an emergency vehicle's seven (7) exemptions listed in the Virginia State Code. When two or more emergency vehicles are responding to an incident with the same direction of travel, separate siren patterns should be used.

Headlights: Apparatus headlights shall be kept in operation during all emergency responses day or night. It is preferred that headlights be turned off while working highway incidents at night.

Air Horn: May be used in conjunction with the siren. The air horn is not to be used in a manner which will exclude the siren.

White warning lights: Shall not be left on at accident scenes at night.

Non-Emergency Operation:

Vehicles responding to non-emergency type incidents, such as public assists, shall not use warning lights or siren, and should not exceed posted speed limits.

During station tours, warning lights and sirens can be used as part of the demonstrations as long as it is determined to be safe and not confusing to adjacent motorists and citizens.

When the apparatus is parked on a public street, the four-way amber flashers or steady burning warning lights, if equipped, may be utilized to warn passing motorists of its presence.

POLICY: Warning Devices	SDP # 026	Page 2
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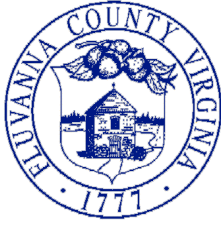
Warning lights and/or siren will not be used when returning to the station from incidents.

Warning lights and/or siren **will not** be used intermittently to clear intersections.

At no point while operating a Fluvanna County Department of Emergency Services vehicle will the headlights be flashed at slow-moving traffic.

**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 checked="" 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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BOS 2023-07-05 p.395/412

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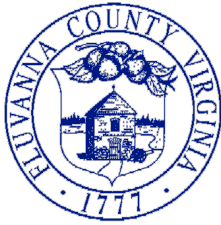
www.fluvannacounty.org

MEMORANDUM

Date: June 21, 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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MEMORANDUM

Date: July 5, 2023
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY24 BOS Contingency Balance

The FY24 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$146,615
Available:	\$146,615



COUNTY OF FLUVANNA

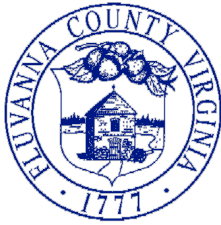
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MEMORANDUM

Date: June 21, 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
Less: Pleasant Grove Athletic Field Lighting	-108,990
Current Unassigned Fund Balance – Excess Above Policy Target:	\$15,877,058



COUNTY OF FLUVANNA

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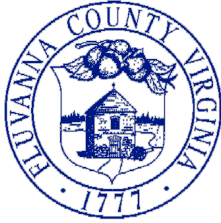
BOS 2023-07-05 p.401/412
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Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
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MEMORANDUM

Date: July 05, 2023
From: Theresa McAllister– Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

*FY23 Year End (Unaudited) Unassigned Fund Balance:	\$15,877,058
Current (Unaudited) Unassigned Fund Balance:	\$15,877,058

*Audited FY23 Year End Unassigned Fund Balance will be available upon Completion of the FY23 Comprehensive Annual Financial Report



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MEMORANDUM

Date: July 5, 2023
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY24 Capital Reserve Balances

The FY24 Capital Reserve account balances are as follows:

County Capital Reserve:

FY23 Carryover	\$540,987.90
FY24 Budget Allocation:	\$250,000
FY24 Available:	\$790,987.90

Schools Capital Reserve:

FY23 Carryover	\$258,993.42
FY24 Budget Allocation:	\$200,000
FY24 Available:	\$458,993.42

FLUVANNA COUNTY
 June 2023

MAINTENANCE

The Palmyra and Zions Crossroads Area Headquarters for the month of May 2023.

- Mowing of primary & secondary routes-6,15,53,600, 16,617,618,631,633,649,656
- Grade routes-604,747 &759
- Place stone on secondary routes –604,747,759
- Litter pickup
- Asphalt Patching Rte 619,624, 637,638 702,704,715
- Shoulder work Rte 6,605,619,649
- Incident response-Rte 646 downed tree. Rte15 overturned vehicle

LAND DEVELOPMENT & PERMITS

**Aaron LeBeau,
 P.E.**

Plans with outstanding comments or under review (Activity within last 90 days)

- Dominion (4)
- Haislip (2)
- Zions Crossroads
- Taylor Minor Subdivision
- West River Road Self Storage

Plans found acceptable

- ∉ Central Telephone
- ∉ Wheaton Family Plat Review

Other

-

LUP Permits Issued and Completed:

- VDOT issued 4 permits in May 2023.
- VDOT closed 7 permits in May 2023.

CONSTRUCTION

Bridge Projects:

- **On-Call Bridge Maintenance Contract BRDG-967-457,N501 (UPC 115014) –**
Scope: Bridge Maintenance (Various locations)
Estimated Contract Completion Date: June 30, 2022 (Term 3)
(Currently Inactive in the area)

Road Projects:

- **ADA Compliance 9999-967-317, N01 (UPC 119781)** various locations. Contract executed 02-07-2022
NTP: Specific to task orders
Scope: On call ADA compliance
Estimated Contract Completion Date: January 01, 2023 (T1)
- **On-Call District Signal Contract 9999-967-527, C501 (119130)–** Various Locations
Scope: Specific to each Task order
Estimated Contract Completion Date: December 22, 2023 (T1)
(Currently Inactive in the Area)

Schedules:

- **ST7A-967-F23, P401 (UPC121616) Various routes**
NTP: March 15,2023
Scope: Plant Mix
Estimated contract completion date: October 22,2023

TRAFFIC STUDIES/ SPECIAL REQUESTS

Marking requested on Route 659; passing zone.

Status: In Progress; passing zone removed, full installation pending completion by Contractor

Bridge Weight Restriction Signage on Rte 637, Antioch Road over Hardware River

Request Received on 3/7/2023

Status: Installation Completed 5/2/2023

Curve warning signs between Rte 655 & Rte 656

Request Received on 4/4/2023

Status: Installation Completed on 5/25/2023

School bus stop ahead on Rte 616 for Rte 1245, Union Mills Road

Request Received on 5/01/2023

Status: Installation Completed on 5/17/2023

Study Request Rte 618, Lake Monticello Road & Rte 600, S. Boston Road at River Gate. Solution for traffic congestion.

Request Received on 5/31/2023

Status: In Progress; submitting to ATCS

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	