



## FLUVANNA COUNTY BOARD OF SUPERVISORS

### REGULAR MEETING AGENDA

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

November 1, 2023

Regular Meeting at 5:00 pm

TAB	AGENDA ITEMS
<b>1 - CALL TO ORDER</b>	
<b>2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE</b>	
<b>3 – ADOPTION OF AGENDA</b>	
<b>4 – COUNTY ADMINISTRATOR’S REPORT</b>	
<b>5 – PUBLIC COMMENTS #1</b> (5 minutes each)	
<b>6 – PUBLIC HEARING</b>	
<b>7 – ACTION MATTERS</b>	
A	2024 Thomas Jefferson Planning District Legislative Program – David C. Blount, Deputy Director/Director of Legislative Services TJPDC
B	Deer Hunt for Handicapped Hunters at Pleasant Grove – Aaron Spitzer, Director of Parks and Recreation
C	Fluvanna Partnership on Aging (FPA) Committee Dissolution – Eric Dahl, County Administrator
D	CityScope Telecommunications Contract – Eric Dahl, County Administrator
<b>7A – APPOINTMENTS</b>	
<b>8 – PRESENTATIONS</b> (normally not to exceed 10 minutes each)	
E	Aqua Virginia Updates – John J. Aulbach II, P.E., President
F	2040 Comprehensive Plan Update – Douglas Miles, Community Development Director
G	New County Administration and Department of Social Services Buildings RFP Design – Eric Dahl, County Administrator
<b>9 – CONSENT AGENDA</b>	
H	Minutes of October 18, 2023 – Caitlin Solis, Clerk to the Board
I	Resolution Recognizing Jack Davis Oliphant – Eagle Scout – Eric Dahl, County Administrator
J	VDOT Secondary Road Acceptance – Island Hill Subdivision – Eric Dahl, County Administrator
K	VDOT Secondary Road Acceptance – Village Oaks Subdivision Phase 4 – Eric Dahl, County Administrator
L	Sheehy Ford Vehicle Purchase Agreement – Dan Whitten, County Attorney
M	Temporary Staff Stipend for Additional Duties (Frazier) – Donna Snow, Director of Human Resources
N	FY24 FCPS Grants Supplemental Appropriation – Brenda Gilliam, Executive Director for Instruction and Finance

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

- O CRMF - FY24 Court House Mold Remediation – Dale Critzer, Assistant Director of Public Works
- P Region Ten Operational Agreements for Opioid Abatement Authority Awards – Kelly Harris, Assistant County Administrator

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**10 – UNFINISHED BUSINESS**

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TBD

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**11 – NEW BUSINESS**

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TBD

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**12 – PUBLIC COMMENTS #2 (5 minutes each)**

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**13 – CLOSED MEETING**

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TBD

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**14 – ADJOURN**

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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**

<b>MEETING DATE:</b>	November 1, 2023				
<b>AGENDA TITLE:</b>	2024 Thomas Jefferson Planning District Legislative Program				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the 2024 Thomas Jefferson Planning District Legislative Program as presented.</b>				
<b>BOS GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
<b>STAFF CONTACT(S):</b>	Eric Dahl, County Administrator				
<b>PRESENTER(S):</b>	David C. Blount, Deputy Director/Director of Legislative Services TJPDC				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>The draft program lists three top legislative priorities for 2024 as follows:</p> <ol style="list-style-type: none"> <li>1. Public Education Funding</li> <li>2. Budgets and Funding</li> <li>3. Land Use and Growth Management</li> </ol> <p>The accompanying "Legislative Positions" section focuses on the most critical recommendations and positions in other areas of current interest and concern in the region.</p>				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Thomas Jefferson Planning District 2024 Legislative Program Draft and Memo</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					X





October 23, 2023

TO: Members, Fluvanna County Board of Supervisors  
 Fluvanna County Administrator

FROM: David C. Blount, Director of Legislative Services

RE: 2024 TJPDC Legislative Program Approval

Attached for your review and consideration is the draft 2024 TJPDC Legislative Program. I will be seeking approval of it at your November 1 meeting. The draft program lists three top legislative priorities for 2024 as follows:

- 1) Public Education Funding
- 2) Budgets and Funding
- 3) Land Use and Growth Management

The accompanying “Legislative Positions” section focuses on the most critical recommendations and positions in other areas of current interest and concern in the region. Items in this section that have been substantively amended are noted following this memo.

A summary of the priority positions will be produced and distributed later for you to use in continuing to communicate with your legislators.

I look forward to discussing the draft program and seeking approval of it at your November 1 meeting. Thank you.

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**Recommended Action:** Approve the draft 2024 TJPDC Legislative Program

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## **Substantive Changes to Legislative Positions Section**

**Economic Development** (p. 4; fifth bullet): Added language endorsing state support for the Business Ready Sites Program and for an economic development project adjacent to the existing Rivanna Station.

### **Education** (p. 4):

>Added language urging cost sharing for children in private special education placements (second bullet).

>Added language to support current *Code* language concerning unexpended school funds (third bullet).

**Environmental/Water Quality** (p. 5; seventh bullet): Added language to support state funding for development of regional water supply plans.

**General Government** (p. 6; sixth bullet): Added language supporting state funding for agencies to carry out critical administrative functions.

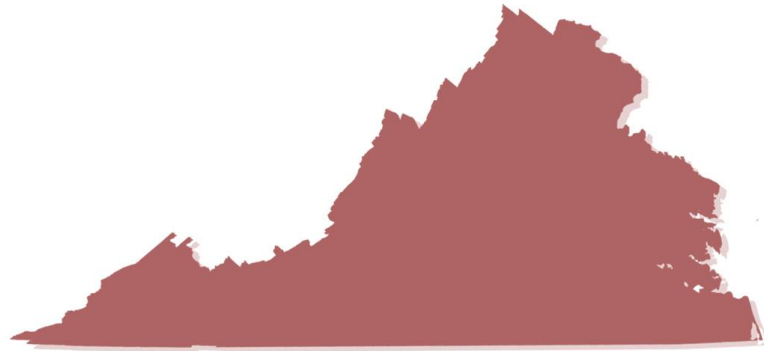
**Health and Human Services** (p. 6; third bullet): Added language supporting the stability of TANF funding.

### **Public Safety** (p. 7):

>Added language supporting LODA benefits for officers of private police departments (fourth bullet).

>Added language supporting use of photo speed monitoring devices (last bullet).





# **Thomas Jefferson Planning District**

## **2024 LEGISLATIVE PROGRAM**

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Albemarle County | City of Charlottesville  
Fluvanna County | Greene County  
Louisa County | Nelson County

**November 2023**  
**DRAFT**

**Ned Gallaway**, Chair  
**Christine Jacobs**, Executive Director  
**David Blount**, Director of Legislative Services

## TOP LEGISLATIVE PRIORITIES

### Public Education Funding

**PRIORITY: The Planning District localities urge the State to fully fund its share of the realistic costs of the Standards of Quality (SOQ) and reverse policy changes that previously reduced funding or shifted funding responsibility to localities.**

The State will spend billions of dollars on direct aid to public education in the current biennium. While we appreciate additional state teacher salary and other one-time and ongoing education dollars approved during the current biennium, we continue to believe that the State should increase its commitment to K-12 education in a manner that reflects the true costs of K-12 education. This belief was supported this past summer with the release of the Joint Legislative Audit and Review Commission (JLARC) report on K-12 education funding, which found that public education in Virginia is underfunded, noting that local school divisions receive less K-12 funding per student than divisions in other states and several key funding benchmarks.

Local governments consistently go “above and beyond” by appropriating twice as much K-12 funding as required by the state. We believe localities need an adequately-defined SOQ so that state funding better aligns with prevailing local practice in schools that drives the additional local dollars. This could include recognizing additional instructional positions and increasing state-funded staffing ratios for various non-instructional positions in the education funding formula.

Further, we urge state efforts to support 1) flexibility in the use of state funds provided for school employee compensation. 2) adequate pipeline programs for teachers, especially in critical shortage areas; and 3) funding and policies that assist localities in addressing challenges with hiring school bus drivers and mental health professionals.

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### Budgets and Funding

**PRIORITY: The Planning District’s member localities urge the governor and legislature to enhance state aid to localities, to not impose unfunded mandates on or shift costs to localities, and to enhance local revenue options.**

As the State continues to fine-tune revenue and spending priorities for the current biennium, we encourage support for K-12 education, health services, public safety, economic development and other public goals. Localities continue to be the state’s “go-to” service provider and we believe state investment in local service delivery must be enhanced. Especially in these critical times, the State should not expect local governments to pay for new funding requirements or to expand existing ones on locally-delivered services, without a commensurate increase in state financial assistance.

We oppose unfunded state and federal mandates and the cost shifting that occurs when the State or the federal government fails to fund requirements or reduces or eliminates funding for programs. Doing so strains local ability to craft effective and efficient budgets to deliver required services or those demanded by residents.

We support the legislature making additional revenue options available to localities in order to diversify the local revenue stream. Any tax reform efforts should examine the financing and delivery of state services at the local level and how revenue is generated relevant to our economic competitiveness. The State should not eliminate or restrict local revenue sources or confiscate or redirect local general fund dollars to the state treasury. This includes Communications Sales and Use Tax Trust Fund dollars, the local share of recordation taxes, and any state-mandated exemptions to the local option sales tax, unless a viable revenue-replacement to local governments is established.

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## Land Use and Growth Management

**PRIORITY: The Planning District’s member localities encourage the State to resist preempting or circumventing existing land use authorities, and to support local authority to plan and regulate land use.**

In the past, the General Assembly has enacted both mandated and optional land use provisions. Some have been helpful, while others have prescribed one-size-fits-all rules that hamper different local approaches to land use planning. Accordingly, we support local authority to plan and regulate land use and oppose legislation that weakens these key local responsibilities.

- We support the State providing additional tools to plan and manage growth, as current land use authority often is inadequate to allow local governments to provide for balanced growth in ways that protect and improve quality of life.
- We support broader impact fee authority for facilities other than roads, authority that should provide for calculating the cost of all public infrastructure, including local transportation and school construction needs caused by growth.
- We support changes to provisions of the current proffer law that limit the scope of impacts that may be addressed by proffers.
- We oppose legislation that would 1) restrict local oversight of the placement of various telecommunications infrastructure; 2) single out specific land uses for special treatment without regard to the impact of such uses in particular locations; and 3) exempt additional facilities serving as event spaces from building, fire code and other health and safety regulations.
- We request state funding and incentives for localities, at their option, to acquire, preserve and maintain open space, and support greater flexibility for all localities in the preservation and management of trees.

## LEGISLATIVE POSITIONS

### Broadband

The Planning District's member localities urge and support state and federal efforts and financial incentives that assist localities and their communities in deploying universal, affordable access to broadband technology in unserved areas. While we appreciate federal and state actions that have substantially increased funding for the Virginia Telecommunication Initiative (VATI), we believe state and federal support for broadband expansion that utilizes both fiber and wireless technologies, public/private partnerships and regulated markets should include the following:

- Support for cooperative efforts among private broadband, internet and wireless companies, and electric cooperatives to ensure access to service at an affordable cost.
- Support for linking broadband efforts for education and public safety to private sector efforts to serve businesses and residences.
- Maintaining local land use, permitting, fee and other local authorities.
- The ability of localities to establish, operate and maintain sustainable broadband authorities to provide essential broadband to communities.
- Provisions and incentives that would provide a sales tax exemption for materials used to construct broadband infrastructure.

### Children's Services Act

The Planning District's member localities urge the State to be partners in containing Children's Services Act (CSA) costs and to better balance CSA responsibilities between the State and local governments. Accordingly, we take the following positions:

- We support local ability to use state funds to pay for mandated services provided directly by the locality, specifically for private day placements, where the same services could be offered in schools.
- We support the state maintaining cost shares on a sum sufficient basis by both the State and local governments; changing the funding mechanism to a per-pupil basis of state funding would shift the sum sufficient portion fully to localities, which we would oppose.
- We support enhanced state funding for local CSA administrative costs.
- We support a cap on local expenditures (with the State making up any gaps) in order to combat higher costs for serving mandated children.
- We support the State being proactive in making residential facilities, services and service providers available, especially in rural areas, and in supporting locality efforts to provide facilities and services on a regional level.
- We oppose state efforts to increase local match levels and to make the program more uniform by attempting to control how localities run their programs.

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## Economic and Workforce Development

The Planning District's member localities recognize economic development and workforce training as essential to the continued viability of the Commonwealth. Policies and additional state funding that closely link the goals of economic and workforce development and the state's efforts to streamline and integrate workforce activities and revenue sources are crucial. Accordingly, we support the following:

- Enhanced coordination with the K-12 education community to equip the workforce with in-demand skill sets, so as to align workforce supply with anticipated employer demands.
  - Continuing emphasis on regional cooperation in economic, workforce and tourism development.
  - Continuation of the *GO Virginia* initiative to grow and diversify the private sector in each region.
  - State job investment and small business grants being targeted to businesses that pay higher wages.
  - State support for the Virginia Business Ready Sites Program and for an economic development project adjacent to the existing Rivanna Station.
  - Increased state funding for regional planning district commissions.
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## Education

The Planning District's member localities believe that, in addition to funding the Standards of Quality (as previously noted), the State should be a reliable funding partner with localities by recognizing other resources necessary for a high-quality public education system. Accordingly, we take the following positions:

- Concerning school facilities, we appreciate and support the school construction assistance programs enacted in 2022 and request that they be consistently funded. We also support allowing all localities the option of levying a one-cent sales tax to be used for construction or renovation of school facilities. The State also should discontinue seizing dollars from the Literary Fund to help pay for teacher retirement.
  - The State must continue to be a partner in sharing costs with localities for children served in private special education placements.
  - We support 1) amending the LCI formula to recognize the land use taxation value, rather than the true value, of real property; and 2) preserving current Code provisions stipulating that local school funds unexpended at the end of the year be retained by the local governing body.
  - We believe that unfunded liability associated with the teacher retirement plan should be a shared responsibility of state and local government.
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## Environmental and Water Quality

The Planning District's member localities believe that environmental and water quality should be funded and promoted through a comprehensive approach, and address air and water quality, solid waste management, land conservation, climate change and land use policies. Such an approach requires regional cooperation due to the inter-jurisdictional nature of environmental

resources, and adequate state funding to support local and regional efforts. Accordingly, we take the following positions:

- We oppose legislation mandating expansion of the Chesapeake Bay Preservation Act’s coverage area.\* Instead, we urge the State to provide legal, financial and technical support to localities that wish to improve water quality and use other strategies that address point and non-point source pollution. We also support aggressive state investment in meeting required milestones for reducing Chesapeake Bay pollution to acceptable levels.
- We support state investment targeted to permitted dischargers to upgrade treatment plants, to aid farmers with best management practices, and to retrofit developed areas.
- We support continued investment in the Stormwater Local Assistance Fund to assist localities with much-needed stormwater projects and in response to any new regulatory requirements. Any such requirements should be balanced, flexible and not require waiver of stormwater charges.
- We support the option for localities, as a part of their zoning ordinances, to designate and/or reasonably restrict the land application of biosolids to specific areas within the locality.
- We support legislative and regulatory action to ensure effective operation and maintenance of alternative on-site sewage systems and to increase options for localities to secure owner abatement or correction of system deficiencies.
- We support dam safety regulations that do not impose unreasonable costs on dam owners whose structures meet current safety standards.
- The State should be a partner with localities in water supply development and should work with and assist localities in addressing water supply issues, to include providing funding for development and implementation of state-required regional plans and investing in regional projects.
- The State should not impose a fee, tax or surcharge on water, sewer, solid waste or other local services to pay for state environmental programs.
- We support local authority to address choices and impacts associated with utility-scale installation of clean energy resources. As the move to non-carbon sources of energy continues, we support the creation of stronger markets for distributed solar and authority for local governments to install small solar facilities on government-owned property and use the electricity for schools or other government-owned buildings located nearby.

## General Government

The Planning District’s member localities believe that since so many governmental actions take place at the local level, a strong local government system is essential. Local governments must have the freedom, flexibility and tools to fulfill their responsibilities. Accordingly, we take the following positions:

- State policies should protect local governments’ current ability to regulate businesses, to include collection and auditing of taxes, licensing and regulation, whether they are traditional, electronic, internet-based, virtual or otherwise, while encouraging a level playing field for competing services in the marketplace.
- We oppose intrusive legislation involving purchasing procedures; local government authority to establish hours of work, salaries and working conditions for local employees; matters that can be adopted by resolution or ordinance; and procedures for adopting ordinances.
- The state should maintain the principles of sovereign immunity for local governments and their employees, to include regional jail officers.\*
- Localities should have maximum flexibility in providing compensation increases for state-supported local employees (including school personnel), as local governments provide significant

local dollars and additional personnel beyond those funded by the State. We also support the use of a notarized waiver to allow volunteer workers to state they are willing to provide volunteer services and waive any associated compensation.

- We urge state funding to address shortfalls in elections administration dollars, as administration has become more complex and federal and state financial support for elections continues to lag behind the need. We request adequate funding for costs associated with voting equipment, registrar offices, early voting requirements and election security standards.
- We urge state funding necessary for agencies to carry out tasks such as processing applications, reviewing permits and other critical administrative functions.
- We support expanding the allowable use of electronic meetings for all local public bodies, with flexibility for them to determine public comment, participation and other procedures. Also, any changes to FOIA should preserve 1) a local governing body's ability to meet in closed session; 2) the list of records currently exempt from disclosure; and 3) provisions concerning the creation of customized records.
- We support the use of alternatives to newspapers for publishing various legal advertisements and public notices.
- We support federal and state funding for localities to acquire and maintain advanced cybersecurity to protect critical systems and sensitive data.
- We support enhanced state funding for local and regional libraries.
- We support expanding local authority to regulate smoking in public places.

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## Health and Human Services

The Planning District's member localities recognize that special attention must be given to helping disabled people, poor people, and young and elderly people achieve their full potential. Transparent state policies and funding for at-risk individuals and families to access appropriate services are critical. Accordingly, we take the following positions:

- We support full state funding for any local costs associated with Medicaid expansion, including local eligibility workers and case managers, but oppose any shifting of Medicaid matching requirements from the State to localities.
- The State should provide sufficient funding to allow Community Services Boards to meet the challenges of providing a community-based system of care that helps divert people from needing a state hospital level of care, as well as having services such as outpatient and permanent supportive housing available. We also support measures to address census pressures at state hospitals that will enable them to receive admissions of individuals subject to temporary detention orders without delays.
- The State should ensure that stable, predictable funding through state and federal appropriations is available to help low-income families with children achieve economic self-sufficiency.
- We support the provision of sufficient state funding to match federal dollars for the administration of mandated services within the Department of Social Services, and to meet the staffing standards for local departments to provide services as stipulated in state law.
- We support continued operation and enhancement of early intervention and prevention programs, including the Virginia Preschool Initiative and Part C of the Individuals with Disabilities Education Act (infants and toddlers).

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## Housing

The Planning District's member localities believe every citizen should have an opportunity to afford decent, safe and sanitary housing. The State, regions and localities should work to promote affordable and mixed-use housing, and to expand and preserve the supply and improve the quality of housing that is affordable for the elderly, disabled, and low- and moderate-income households.

- We support the following: 1) local authority to promote and flexibility in the operation of housing affordability programs and establishment of affordable dwelling unit ordinances; 2) increased federal and state funding, as well as appropriate authority and incentives, to assist localities in fostering housing that is affordable; 3) grants and loans to low- or moderate-income persons to aid in purchasing dwellings; and 4) measures to prevent homelessness and to assist the chronic homeless.
  - We support incentives that encourage rehabilitation and preservation of historic structures.
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## Public Safety

The Planning District's member localities encourage state financial support, cooperation and assistance for law enforcement, emergency medical care, criminal justice activities and fire services responsibilities carried out locally. Accordingly, we take the following positions:

- The Compensation Board should fully fund local positions that fall under its purview, to include supporting realistic levels of staffing to enable constitutional offices to meet their responsibilities and limit the need for localities to provide additional locally-funded positions. The Compensation Board should not increase the local share of funding for Constitutional offices or divert money away from them, and localities should be afforded flexibility in the state use of state funds for compensation for these offices.
- We encourage state support and incentives for paid and volunteer fire/EMS/first responders, given the ever-increasing importance they play in local communities.
- We support state efforts to assist localities in recruiting and retaining law enforcement personnel.
- We support changes to the Line of Duty Act (LODA) to afford officers employed by private police departments the benefits available under LODA.
- We urge state funding of the HB 599 law enforcement program in accordance with *Code of Virginia* provisions.
- We support adequate and necessary funding for mental health and substance abuse services at juvenile and adult detention facilities and jails.
- We encourage needed funding for successful implementation of policies and programs that 1) supplement law enforcement responses to help individuals in crisis to get evaluation services and treatment; 2) provide alternative transportation options for such individuals; and 3) reduce the amount of time police officers must spend handling mental health detention orders.
- In an effort to fairly share future cost increases, we support indexing jail per diem costs as a fixed percentage of the actual, statewide daily expense average, as set forth in the annual Jail Cost Report.
- We support the ability of local governments to 1) adopt policies regarding law enforcement body worn cameras that account for local needs and fiscal realities, and 2) utilize photo speed camera devices on locally-designated highway segments.



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## Transportation

The Planning District's member localities recognize that revenues for expanding and maintaining all modes of infrastructure are critical for meeting Virginia's well-documented transportation challenges; for attracting and retaining businesses, residents and tourism; and for keeping pace with growing public needs and expectations. We encourage the State to prioritize funding for local and regional transportation needs. Accordingly, we take the following positions:

- As the State continues to adjust the "Smart Scale" prioritization and the funds distribution process, there should be state adequate funding and local authority to generate transportation dollars for important local and regional projects across modes.
- We support additional authority to establish mechanisms for funding transit and non-transit projects in our region.
- We support the Virginia Department of Transportation utilizing Metropolitan Planning Organizations and regional rural transportation staff to conduct local transportation studies.
- We oppose attempts to transfer responsibility to counties for construction, maintenance or operation of current or new secondary roads.
- We support ongoing state and local efforts to coordinate land use and transportation planning and urge state and local officials to be mindful of various local and regional plans when conducting corridor or transportation planning within a locality or region.



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

**TAB B**

<b>MEETING DATE:</b>	November 1, 2023				
<b>AGENDA TITLE:</b>	Deer Hunt for Handicapped Hunters at Pleasant Grove				
<b>MOTION(s):</b>	<b>I move that the Board of Supervisors authorize the Sheriff to conduct a deer hunt at Pleasant Grove Park for the purpose of controlling deer numbers, such hunt to be managed by Wheelin' Sportsmen, a non-profit organization providing outdoor recreation opportunities for handicapped hunters.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
<b>STAFF CONTACT(S):</b>	Aaron Spitzer, Director of Parks and Recreation and Sheriff Eric Hess				
<b>PRESENTER(S):</b>	Aaron Spitzer, Director of Parks and Recreation				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Immediate				
<b>DISCUSSION:</b>	<p>The sheriff's office continues to believe that it is necessary to reduce the numbers of deer on Pleasant Grove and that the best means of such control is through a managed hunt under the auspices of Wheelin' Sportsmen, a group affiliated with the National Wild Turkey Federation. The proposal is to permit a small (7-10) group of hunters to take deer during the current hunting season. The hunt will be confined to carefully selected areas of Pleasant Grove on Friday, December 22, 2023. Like the events held in recent years past, it is proposed that the hunt be scheduled for the afternoon only (beginning around 2 p.m.). This reflects the success rate of the afternoon period of past years and is intended to minimize the closing of the Park as well as the time devoted by volunteers and maximizing the safety at the high school. Security will be provided by the sheriff's office, and portions of the property west of the dog park will be closed to public access during that day only. Primary access for hunters will be at the sheriff's office and the main entrance to the Pleasant Grove house. All hunters will be wheel-chair bound or otherwise handicapped, will be duly licensed and will be escorted by qualified volunteers from the community. Wheelin' Sportsmen organizes similar hunts at numerous locations in Virginia, including state parks and other similar properties as well as selected private properties and has done so for many years. It is a qualified charitable organization which maintains a \$2 million liability insurance policy. The County enjoys sovereign immunity.</p> <p>Similar shoots were held in January of 2013-2022 with safety and success. It is expected that, if approved, this hunt will be similar, with minor changes based on previous years' experience.</p>				

<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	None				
<b>LEGISLATIVE HISTORY:</b>	Similar activities were approved and were carried out in January of 2013 through 2022.				
<b>ENCLOSURES:</b>	None				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	<b>X</b>				<b>X</b>

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

**TAB C**

<b>MEETING DATE:</b>	November 1, 2023				
<b>AGENDA TITLE:</b>	Fluvanna Partnership on Aging (FPA) Committee Dissolution				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors dissolve the Fluvanna Partnership for Aging (FPA) Committee effective December 31, 2023.</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
<b>STAFF CONTACT(S):</b>	Eric Dahl, County Administrator				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>The Partnership for Aging was established in 1993, for the purpose of studying the needs of people 55 years and older in Fluvanna County and to recommend specified support services that seek overall improvement in the quality of life for those Fluvanna residents and their families.</p> <p>The FPA has had difficulty maintaining a full board over many years, and has not had a quorum for the last year. Between a shortage of filled positions and low attendance, the FPA has not been able to meet with a quorum since early 2022.</p> <p>The Fluvanna Partnership for Aging has become a non-active committee and with the filled position terms ending this December, it is the recommendation of staff that the FPA be dissolved on December 31, 2023.</p>				
<b>FISCAL IMPACT:</b>	None.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Fluvanna Partnership on Aging (FPA) Committee Bylaws</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					X



## Article I – NAME

The name of this committee will be the Fluvanna Partnership on Aging, hereafter referred to as “FPA” or the Partnership.

## Article II – PURPOSE

The purpose of the Partnership is to study the needs of people 55 years and older in Fluvanna County and recommend specified support services that seek overall improvement in the quality of life for those Fluvanna residents and their families.

## Article III – RESPONSIBILITY/AUTHORITY

The Partnership serves at the pleasure of the Fluvanna County Board of Supervisors, hereafter referred to as the “Board”. The Partnership presents and reports to the Board annually and as requested. Also, the Partnership will submit additional reports that are deemed appropriate.

## Article IV – MEMBERSHIP

Section 1: The Partnership Members shall carry out the purpose and responsibilities as stated in Article II and III.

Section 2: The Partnership will consist of;

- a) One (1) voting member appointed by the Board from each of the five (5) Fluvanna election districts and two (2) at large voting members, hereinafter referred to as Appointees.
- b) Non-voting Representatives from;
  - Fluvanna Department of Social Services
  - Fluvanna Parks and Recreation
  - Jefferson Area Board for Aging (JABA)
  - Monticello Area Community Action Agency (MACAA)
  - Virginia Cooperative Extension Services
  - Fluvanna Sheriff’s Department/TRIAD
  - Health Department
  - Region Ten
  - Representatives from other Agencies, Organizations or Businesses serving Fluvanna Seniors as may, from time to time be requested to attend meetings by the Partnership.
- c) The Fluvanna County Administrator or designated representative and a Board member shall also participate as a permanent, non-voting member.

Section 3:

- a) Appointees shall serve a two (2) year term beginning with the date of their appointment by the Board. Appointees may serve no more than four (4) consecutive terms.
- b) Representatives from departments or agencies, organizations or businesses shall serve at the direction of their respective Director or Administrator.

Section 4: Vacancies of Appointees shall be filled in like manner as the original member except that the term of office is restricted to the unexpired term.

Section 5: A quorum shall consist of a majority of the Partnership's current voting membership. At no time shall a quorum consist of less than three (3) members.

Section 6: The Board may remove any member of the Partnership for misconduct or neglect of duties. Absences by an Appointee from three (3) or more meetings in a calendar year can be cause for dismissal.

Section 7: No member shall receive financial compensation for their services. Appointees may be reimbursed for travel and subsistence to conferences and workshops related to the purpose of the Partnership, when such travel is authorized in advance by the County Administrator.

### **Article V - OFFICERS**

Section 1: Election of Officers shall be held at the first meeting in January, each year.

Section 2: The Partnership will elect three (3) Officers, a Chairperson, a Vice-Chair and a Secretary. The officers shall be elected by the Partnership Appointees to a one year term. Officers may be elected to serve a maximum of four (4) consecutive terms in the same position.

Section 3: The Chairperson shall preside at all meetings, sign official papers, appoint committees, call special meetings as necessary and perform such duties as recommended by the Board.

Section 4: The Vice-Chair shall accept the responsibility to oversee all committees and to ensure they function according their purpose. The Vice-Chair in the absence of the Chairperson shall perform all duties of the Chairperson.

Section 5: The Secretary shall take minutes of meetings. Copies of the minutes will be provided to all members of the Partnership. Electronic copies of the minutes will also be sent to the County Administrator or designated representative for posting on the County website. The Secretary will maintain regularly updated contact information lists of Partnership appointees and partners. In the Secretary's absence, the Chairperson will appoint a member in attendance to take minutes and forward them to the Secretary for distribution.

### **Article VI – Meetings**

Section 1: Regularly scheduled meetings of the Partnership appointees shall be held every other month, during odd numbered months. The meetings shall be held at a regular time and location to be determined by the Partnership's Chairman. Agency Partner Representatives are notified of all meetings and are requested to attend the January, May and September meetings. Agency reports from Partners will be scheduled by the Partnership's Chairman on an annual basis. All regular meetings are open to the public.

Section 2: It is recommended that the Chair or their designee attend BOS meetings and



report to the Partnership at the following meeting.

Section 3: Special meetings may be called by the Chairperson or at least two (2) regular appointee members upon written or electronic request at least 48 hours prior to the proposed meeting.

Section 4: Meetings will be conducted according to Robert’s Rules of Order and should not be in conflict with State Law or the purpose of the Partnership.

Section 5: The suggested Order of Business shall be as follows:

- Call to Order
- Discussion/Approval of prior meeting’s Minutes
- Partner’s Reports
- Committee Reports
- Special Meeting Reports
- New Business
- Old Business
- Adjournment

**Article VII – Amendments**

These Bylaws may be amended by the Membership of the Partnership on Aging at a meeting where there is a quorum present, the meeting to be held after reasonable notice has been given to the members and with formal concurrence by the Board.

  
\_\_\_\_\_  
Chair, Fluvanna County Board of Supervisors

1/9/2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chair, Fluvanna Partnership on Aging

1-14-2019  
\_\_\_\_\_  
Date

Adopted December 21, 1993  
Amended June 7, 2006  
Amended June 16, 2010  
Amended April 2, 2014  
Amended June 3, 2015  
Amended December 19, 2018



## FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB D

<b>MEETING DATE:</b>	November 1, 2023				
<b>AGENDA TITLE:</b>	CityScape Telecommunications Facility Application Review, General Consulting, Lease Management, And Marketing Services Term Contract				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the term contract between Fluvanna County and CityScape Consultants, Inc. for services associated with telecommunications facility application review, general consulting, lease management, and marketing services, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
<b>STAFF CONTACT(S):</b>	Eric Dahl, County Administrator				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>• An RFP was issued Nov 4, 2022; we received 2 responses.                             <ul style="list-style-type: none"> <li>○ The RFP Committee chose to move forward with CityScape Consultants, Inc.</li> </ul> </li> <li>• CityScape previously provided Telecommunications Consulting Services to the County. In 2017, the County entered into a contract with Atlantic Technology Group Consultants which was terminated in June 2022 due to the passing of the owner of Atlantic Technology Group Consultants.</li> <li>• Services Provided on an as needed basis at County’s request:                             <ul style="list-style-type: none"> <li>○ New Tower Application Review Services</li> <li>○ Ordinance Review</li> <li>○ Wireless Assessment and Infrastructure Inventory (upon request, as needed)</li> <li>○ Lease Management Services</li> <li>○ Antenna Co-location Application Review Services</li> <li>○ Countywide Tower Inventory/Audit</li> <li>○ Telecommunication Plan</li> </ul> </li> <li>• Tower review Fees are pass-thru fees, paid by the applicant                             <ul style="list-style-type: none"> <li>○ Tower review fees: Minor, administrative review = \$500; major/new build = \$5,000</li> <li>○ See Agreement for additional fees and details.</li> <li>○ Wireless Master Plan Services</li> <li>○ Ordinance Review Services</li> <li>○ Workshop Services</li> </ul> </li> <li>• County is electing for Site Leasing Consulting – Lease management – 20% of collected rents while the County collects rent directly (County may elect to have rent collected by Contractor, in which case the site leasing fee Cityscape will increase to 25%). Examples of Services provided include:</li> </ul>				

	<ul style="list-style-type: none"> <li>○ Develop leasing strategy for County-owned communications towers and water tanks.</li> <li>○ Organize inquiry system for potential lease candidates.</li> <li>○ Negotiate lease (Tower and Ground); rent, maintenance and developmental fees.</li> <li>○ Coordinate with County Attorney, County Administrator etc. for leases and lease amendments.</li> <li>○ Quarterly verification of lease revenue collections by County and tenant terms; provide report and any proposed reconciliation of rent, if applicable, and work with County staff and tenant to confirm and/or rectify any found discrepancies.</li> </ul> <ul style="list-style-type: none"> <li>● The County will be responsible for receiving and tracking lease payments, and remitting the lease management fee to CityScape.</li> </ul>				
<b>FISCAL IMPACT:</b>	<ul style="list-style-type: none"> <li>● Lease management = 20% of collected rent (current total collections = ~\$145,000/year)</li> <li>● Optional As Needed Services at additional costs, if requested by the County</li> <li>● Third-Party Review Services will be covered by third-parties payment of application/review fees.</li> </ul>				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>● Telecommunications Facilities' Application Review and General Telecommunications Services Term Contract</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	<b>X</b>	<b>X</b>	<b>X</b>		<b>x-Planning</b>

**TELECOMMUNICATIONS FACILITIES' APPLICATION REVIEW, GENERAL CONSULTING, LEASE MANAGEMENT, AND MARKETING SERVICES TERM CONTRACT**

This Telecommunications Facilities' Application Review, General Consulting, Lease Management, and Marketing Services Term Contract (the "Contract") dated this \_\_\_\_ day of \_\_\_\_\_, 2023, is between the **COUNTY OF FLUVANNA** (the "County"), a political subdivision of the Commonwealth of Virginia, and **CITYSCAPE CONSULTANTS, INC.**, ("Contractor") a Florida Corporation authorized to conduct business in the Commonwealth of Virginia, and is binding among and between these parties as of the date of the County's signature.

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

**I. PURPOSE AND EXHIBITS:**

On October 18, 2022, the County issued Request for Proposals (RFP) #2023-02 entitled "Telecommunications Facilities' Application Review, General Consulting, Lease Management, and Marketing Services", as amended by that Addendum #1 issued November 1, 2022, (collectively, as amended, the "RFP") for qualified licensed consulting firms to submit proposals for services relating to Telecommunications Facilities currently or hereafter owned, leased or otherwise controlled by the County (hereinafter referred to as "County Telecommunications Facilities") and also to assist the County and its Department of Community Development in review of telecommunications-related submittals of all-kinds for non-County Telecommunications Facilities ("Non-County Telecommunications Facilities") in accordance with Applicable Law (as defined in the RFP), including, but not limited to, the following upon request as needed: (i) review of applications/submittals relating to Non-County Telecommunications Facilities and coordination with the County and its Department of Community Development related thereto; (ii) review of applications/submittals related to the County Telecommunications Facilities and coordination with the County, County Administrator's Office, the County Attorney's Office and the Fluvanna County Department of Community Development related thereto, (iii) lease management of all or some of the County Telecommunications Facilities and guidance on lease provisions, fair market value rent and terms of such leases and any amendments thereto; (iv) general consulting for the County Telecommunications Facilities and Non-County Telecommunications Facilities (together the "Telecommunications Facilities") including without limitation consulting and services related to the County's telecommunications master plan and telecommunications-related ordinances, general policies and fees ; (v) marketing of all or some of the County Telecommunication Facilities; (vi) the evaluation of telecommunications and wireless siting proposals for the County Telecommunications Facilities; and (vii) general advice on engineering and structural analyses related to Telecommunications Facilities and related systems/sites as well as more general advice on engineering, planning and legal aspects of telecommunications and wireless siting on an as needed basis as more specifically set out herein.; and (viii) only to the extent applicable or required by "Applicable Law" (as used herein means as such term is defined in the RFP), real estate brokerage services for the County Telecommunications Systems (collectively the "Services"). Such Services are more specifically defined in (i) the RFP, and particularly in Article III, Scope of Services; (ii) the Proposal, as defined below, and (ii) this Contract. "Telecommunications Facilities" shall include towers, monopoles, roof-top sites, elevated water storage tanks and any other telecommunications systems, related facilities and equipment. Generally, towers, monopoles, roof-top sites, elevated water storage tanks and any other telecommunications systems, related facilities and equipment shall be referred to herein as "Telecommunications Facilities" and such uncapitalized term shall include all such facilities whether or not such are owned or operated by the County. The RFP is attached hereto as **Exhibit 1** and incorporated by reference as a material part of this Contract. All the provisions and requirements of the RFP are incorporated herein by reference as material parts of this Contract. All of the defined terms within the RFP have the same meaning when used in this Contract unless the context requires otherwise.

On November 4, 2022, the Contractor submitted its proposal in response to the RFP (the "Proposal") which Proposal is attached hereto as **Exhibit 2** and incorporated herein by reference as a material part of this Contract. On April 20, 2023, the Contractor submitted its "Proposed Scope of Services" with firm pricing letter (the "Pricing") which Pricing is attached hereto as **Exhibit 3** and incorporated herein by reference as a material part of this Contract.

The County has determined that it wishes to engage Contractor to (i) perform Third Party Expert Application Reviews generally as needed; (ii) perform Site Leasing Consulting to administer, manage and market the County Telecommunications Facilities which may be suitable for the installation of wireless communications facilities that can be marketed for use by the telecommunications industry; and (iii) such other Services related to Telecommunications Facilities as needed upon request from the County from time to time and upon execution of a written project agreement related to such Services task specifically describing the services on the project and the costs therefore. The County desires to engage Contractor to provide such Services to the County according to the terms and subject to the conditions set forth herein, and provide such other Services related to the County Telecommunications Facilities and Non-County Telecommunications Facilities.

All the provisions and requirements, including, but not limited to, the "Purpose" and "Scope of Services" articles of the RFP are incorporated herein by reference. Project Agreement task orders shall be issued by the County to a provider of such services as Services are needed and may include any of those services specifically or generally described in the RFP, the Pricing, this Contract or the Proposal, with specific reference to the Pricing, "Scope of Services" Article of the RFP, and Section 5 of the Proposal. The purposes, functions, criteria, timing, costs, and general requirements for the scope of services on the task order or particular task will be set forth in a project agreement executed by the County and the Contractor.

## **II. SCOPE OF SERVICES; FEES FOR SPECIFIC SERVICES:**

During the Term (as defined below) the Contractor agrees to provide any Services as may be requested by the County from time to time including, but not limited to:

**A. Third Party Expert Application Review (as-needed as-requested reviews, beginning on the Commencement Date).** Beginning on the Commencement Date and throughout the Term of this Contract, all Third Party Expert Application Reviews which includes without limitation all those services and obligations described in Section I of the Pricing, Section 5(1) "Expert Application Review for Wireless Telecommunications Facilities" of the Proposal, and Article III(B) of the RFP (collectively, including the subparts of each such section, "Third Party Expert Application Reviews"). Section I of the Pricing sets forth the flat fees (which fees appear at the end of this subsection (A)) for the Third Party Expert Application Review fees which are passed along to the third party applicant, and the Contractor as a material part of its review shall confirm all applicable fees have been paid by the applicant. At no cost to the County, prior to the Commence Date the Contractor agrees to review the County's fees for Third Party Expert Application Reviews and assist the County in adjusting its fee schedules to coordinate with actual costs of reviews by the Contractor under this Contract and to assist the County with making such changes on its applications, website and other forms and pages as needed. If as part of the Third Party Expert Application Review attendance at an in-person or remote meeting will be required or expedient, then such must be approved by the County in writing in advance and the Contractor shall insure the third party applicant has paid such additional costs relating to the review. As part of the Third Party Expert Application Review the Contractor understands and acknowledges that applications affecting any County Telecommunications Facilities for sites owned or leased or controlled by the County are not to be treated as Third Party Expert Application Reviews until complete and application do require evidence of Owner approval (County approval in the case of a County tower); and that the County has a separate higher fee for such initial reviews by the owner

for modifications to County Telecommunications facilities (as generally under the leases the County can reject many modifications in its discretion, or charge additional rents or fees) because such fees are also intended to cover administrative and processing fees of the County in considering any applications affecting its County Telecommunications Facilities; and only after owner approval can a third party expert application review zoning approval be processed. If an application is submitted to Contractor as a Third Party Expert Application Review, but it actually affects a County Telecommunications Facility then the Contractor will immediately notify the County of the mistake and inform the County that it needs to be processed under the County-review first and will not charge a Third Party Expert Application Review fee until it is ripe for processing (review of an application relating to a County Telecommunications Facility is a leasing matter and is already included in the percentage fee charged for Site Leasing Consulting by Contractor and any application fees charged by the County related to such applications go directly to the County toward covering a portion of the Site Leasing Consulting percentage expenses, see (B) below; and if approved by the County as owner, then the third party expert review application and fee will also be processed). In all cases, any application affecting a County Telecommunications Facility shall first be reviewed by the County Owned Tower Application Process for the County to consider if the change is permissible under the lease, requires a lease amendment, or if it will be rejected. The County desires that the Contractor accept applications and perform Third Party Expert Application Reviews in accordance with Applicable Law and this Contract throughout the Term as requested and directed by the County and to coordinate with Douglas Miles, or his designee, the County representative for such reviews and an employee of the County’s Planning & Community Development Department. The County may change such designated representative from time to time upon notice to the Contractor.

**Fees for Third Party Expert Application Review (passed on to third party applicant)**

Eligible Project/Administrative Review (“non-substantial”) - Macro Collocation, Modification and Upgrade (Streamlined written report; no attendance/meetings required)	\$500.00 per site
Standard Process Project/New Structure or non- Eligible Facility (“substantial”) - Macro Collocation, Modification or Upgrade (Full analysis written report; no attendance at meeting/full review only)	\$5,000.00 per site
Attendance (In-person) for related planning board work session, public hearing as approved in advance by County	\$1,500.00 per visit*
Attendance (Via video conference) for related planning board work session, public hearing as approved in advance by County	\$1,000.00

**B. Site Leasing Consulting (comprehensive leasing, management and administrative services relating to County Telecommunications Facilities).** Beginning on the Commencement Date and throughout the Term of this Contract, except as such Site Leasing Consulting Option A services may be terminated by the County upon notice to the Contractor, the Contractor shall perform all Site Leasing Consulting under Option A of Section II of the Pricing for County Telecommunications Facilities for a flat percentage fee as described below with such Site Leasing Consulting services including without limitation all those services and obligations described in Section II “Site Leasing Consulting” of the Pricing for “Option A”, Section 5(2) “Site Leasing and Management (Marketing)” of the Proposal including without limitation document analysis and organization, management and administration, and marketing services, and Article III(C) “Site Leasing and Management” and (D) “Marketing Services” of the RFP (collectively all such services, including all subparts of such Sections, being the “Site Leasing Consulting”). Section II, Option A of the Pricing sets forth the pricing for the Site Leasing Consulting which is included at the end of this Section (B). At no additional cost to the County and as part of the Site Leasing Consulting, within sixty (60) days of the Commencement Date, in addition to all other requirements and not as a limitation on

such services, the Contractor agrees to (i) review the County Telecommunication Facilities and related leases, rent rolls, and equipment; (ii) perform an on-site visit of all County Telecommunications Facilities and document such on-site visit with photographs and inspections; (iii) compare what equipment is actually on each County Telecommunication Facility with what is properly documented by leases, as amended to date; (iv) create an inventory of all County Telecommunications Facilities, identifying the equipment on each County Telecommunications Facility, and further identifying anything that doesn't appear to be in use, is not in good repair, or which doesn't appear to be permitted under any applicable lease or agreement, and also identifying additional space available for use by the County or for marketing to other third party tenants; and (v) perform an audit of rents and fees paid under the leases and agreements for the County Telecommunications Facilities and account to the County in a report indicating the status of the payments for the tenants and licensees looking back to at least seven (7) years. In addition to all other services being a part of the Site Leasing Consulting, the Contractor agrees that on-going throughout the Term while the Contractor is performing the Site Leasing Services under Option A, Contractor will without limitation perform all those services described in (i) through (v) supra and update such information from time to time with an audit and on-site inspection to be performed at least annually by Contractor at no additional cost as part of the Site Leasing Consulting. During the Term, while the County elects for the Site Leasing Consulting Services under Option A as described in this subsection (B) the fees for such Site Leasing Consulting – Option A services shall be as follows:

- i. Site Leasing Consulting Fees (Option A) are based on percentage of wireless revenue actually received by the County for lease of its County Telecommunications Facilities, a fee of Twenty percent (20%) (the "Site Leasing Percentage") of the gross revenue actually collected for all wireless leasing agreements of County Telecommunications Facilities which fee is to be invoiced to the County in arrears and paid quarterly ("quarterly" means four times annually) while the County elects for County Rent Collection as defined in II(B)(iii) below; except that the minimum fee to be charged for Site Leasing Consulting is TWO-THOUSAND DOLLARS AND NO/100 per quarter (\$2,000 quarterly). Such Site Leasing Consulting Fees (Option A) (also sometimes referred to as Management fees) are only due and payable when and to the extent the rent is collected by County. Quarterly reconciliation reports and invoices will be sent to County. Proper Invoices are due within 45 days of receipt by the County as more specifically described in Article III below. Notwithstanding the foregoing, if the County elects for Contractor Rent Collection as defined in II(B)(iii) then during the period that the Contractor is collecting rents and performing Contractor Rent Collection as a part of the Site Leasing Consulting, then the Site Leasing Percentage shall be twenty-five percent (25%) instead of twenty percent (20%).
- ii. Site Leasing Consulting Fees are all inclusive and include all services of any kind relating to management, leasing, re-leasing, renewals, marketing, administrative and related services for the County Telecommunications Facilities, including without limitation, brokerage services, rent disputes, review of leases, amendments or addendums to lease, new leases, proposed tenant submission, non-technical review of applications for additions or modifications to any equipment on any County Telecommunications Facilities, or similar or related management, leasing and/or marketing services for the County Telecommunications Services.
- iii. During the Term for the Site Leasing Consulting, the County may elect to either (i) directly collect all gross revenue actually collected for all wireless leasing agreements of County Telecommunications Facilities ("County Rent Collection") and report all such amounts and information to the Contractor for use by Contractor relating to the Site Lease Consulting services and for purposes of the Contractor's preparation of the reconciliation reports and proper invoicing to the County for the percentage fees charged by Contractor hereunder; or (ii) allow the Contractor to



collect all of the County’ gross revenue actually collected for all wireless leasing agreements of County Telecommunications Facilities (“Contractor Rent Collection”) in which case the Contractor shall be required to remit all such amounts (without taking its percentage fee) and further to report all such amounts and information related thereto to the County within thirty (30) days of receipt of such amount(s). Initially the County elects to proceed under (i) with County Rent Collection described immediately supra; however, the County may from time to time change its election under this subsection (B)(iii). In any event, the Contractor shall not deduct or hold back its percentage fee from any gross revenue actually collected on behalf of the County under the leasing or other agreements of the County Telecommunications Facilities, but shall always invoice the County quarterly for such percentage fee and shall be paid by the County within 45 days of receipt by the County a proper invoice therefore from Contractor in accordance with this Contract.

- iv. **Nothing in this Contract requires the County to lease or re-lease all or any available space(s) on any County Telecommunications Facilities or to approve any modification or expansion of any existing lease. In addition, the County may elect to terminate or decline to extend any lease or other agreement related to any County Telecommunications Facilities in its sole discretion. Any lease by the County of any County Telecommunications Facilities, or portion thereof, is a disposition of real property under Applicable Law requiring a public hearing and approval by the governing body which approval may be granted or withheld by the Fluvanna County Board of Supervisors in its sole discretion. Any failure to approve a lease of available space to a third party, or decision by the County to use space for its own purposes or to allow a third party to use the space at no cost under a memorandum of understanding or other arrangement or any decision to terminate any existing lease or portion thereof is in the County’s sole discretion and is not a breach or other failure by the County under this Contract.**
- v. Notwithstanding the foregoing, without cause at any time during the Term the County may notify the Contractor in writing of its intention to terminate the Site Leasing Consulting Option A services and opt for as-requested, as needed, Option B Wireless Leasing Consulting instead which shall be billed at the Contractor’s hourly rates as described in Article III below. The County shall provide the Contractor at least ninety (90) days written notice of its election to terminate the Site Leasing Consulting Option A services. Nothing herein limits any rights of the County to terminate this Contract, or any services hereunder, owing to any default or breach by the Contractor.

**C. Wireless Assessment and Infrastructure Inventory (optional; County may elect to purchase later during the Term).** The County may upon written notice to the Contractor request the Contractor perform the Wireless Assessment and Infrastructure Inventory, being all those services specifically described in in Section III “Wireless Assessment and Infrastructure Inventory” of the Pricing, relevant portions of Section 5(4) “Other Services” of the Proposal including without limitation Task 1, 2, 3 and 4, and relevant provisions of the RFP (collectively all such services, including all subparts of such Sections, being the “Wireless Assessment and Infrastructure Inventory”). The Wireless Assessment and Infrastructure Inventory is for all Telecommunications Facilities in the County including all those owned by any third-parties and also those owned by the County. Notwithstanding the foregoing, the assessment and infrastructure inventory services are actually being performed by the Contractor but for County Telecommunications Facilities only and such is being done as part of the Site Leasing Consulting related to the leasing, marking and administration of County Telecommunications Facilities and those services are

**Commented [AL1]:** Our 20% proposal contemplated County continuing to collect rent – If you want CS to collect rent and handle the administrative costs of collection and invoicing tenants then the percentage is greater and it is deducted from collected rents and net is disbursed to County – We are happy to have a call about this.

**Commented [KH2R1]:** They will report to you for now. I am drafting so they can switch, and the fee would go up to the 25%

included in the Site Leasing Consulting Fee. As of the Commencement Date the County is not yet electing to have the Contractor perform the Wireless Assessment and Infrastructure Inventory, however the parties agree that at the County’s option the County may notify the Contractor in writing during the Term that it desires the Contractor to perform the Wireless Assessment and Infrastructure Inventory and the parties agree such shall be documented by a written Project Agreement executed by the parties which shall be an addendum to this Contract; and in such case the Contractor agrees to perform the Wireless Assessment and Infrastructure Inventory in accordance with this Contract and that the fees for the Wireless Assessment and Infrastructure Inventory will be flat not-to-exceed fees as follows:

**WIRELESS ASSESSMENT AND INFRASTRUCTURE INVENTORY COST PROPOSAL  
WIRELESS INFRASTRUCTURE ASSESSMENTS AND INVENTORY**

<b>Preliminary Research for Data Assessments, Engineering GIS Setup</b>	Compile data/research and assembly of tower/antenna GIS database of all known existing wireless antenna locations, including map layers from County for base mapping; prepare for assessments. Set up engineering field map collection on GIS system.	\$ 6,710.00
<b>Assessments/Data Review</b>	Visit each individual antenna site location identified during the research process. Compile, confirm and reconcile all data, pictures, and notable information.	\$12,600.00
<b>Inventory Catalog, Overall Infrastructure Map</b>	Compilation of all infrastructure data into one draft inventory catalog and one finalized inventory catalog, Overall infrastructure map, GIS layer with all information for assessed personal wireless service facilities.	\$ 3,885.00
<b>TOTAL</b>		<b>\$23,195.00</b>

**\*Cost includes all travel and travel related expense, GIS shape files, one initial draft catalog and one final draft catalog; additional updates will be at the per diem rate.**

**D. Wireless Master Plan (optional; County may elect to purchase later during the Term).**

The County may upon written notice to the Contractor request the Contractor perform the Wireless Master Plan, being all those services specifically described in in Section IV “Wireless Master Plan” of the Pricing, including infrastructure inventory mapping, engineering analysis and mapping, and master plan document, relevant portions of Section 5(4) “Other Services” of the Proposal including without limitation Task 4, 5, 6 and 7, and relevant provisions of the RFP (collectively all such services, including all subparts of such Sections, being the “Wireless Master Plan”). The Wireless Master Plan is comprehensive and covers maps, policies and infrastructure for all Telecommunications Facilities in the County including all those owned by any third-parties and also those owned by the County. As of the Commencement Date the County is not yet electing to have the Contractor perform the Wireless Master Plan services, however the parties agree that at the County’s option the County may notify the Contractor in writing during the Term that it desires the Contractor to perform the Wireless Master Plan services and the parties agree such shall be documented by a written Project Agreement executed by the parties which shall be an addendum to this Contract; and in such case the Contractor agrees to perform the Wireless Master Plan services in accordance with this Contract that the fees for the Wireless Master Plan will be flat not-to-exceed fees as follows:

**WIRELESS MASTER PLAN COST PROPOSAL  
WIRELESS MASTER PLAN**

<b>Infrastructure Inventory Mapping</b>	Inventory mapping and analysis of current wireless conditions within the	\$ 3,650.00
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	County. Five different characteristic maps.	
<b>Engineering Analysis and Mapping</b>	Mid-band frequency simulated propagation mapping showing estimated propagation predictions from all existing and proposed wireless facilities. Analysis of County population density, land use and other variables as discovered in the assessment process.	\$17,110.00
<b>Wireless Survey</b>	Public poll to engage and solicit participation from the citizens of the County (optional service).	\$6,400.00
<b>Wireless Master Plan Analysis and Document</b>	A summary report/analysis to include all data, maps and analysis of County's existing wireless condition and wireless projections for the next ten years.	\$25,700.00
<b>TOTAL</b>		\$52,860.00

**\*Cost includes all travel and travel related expense, one initial draft wireless master plan and one final wireless master plan; additional updates will be at the per diem rate (Appendix A).**

**E. Zoning Ordinance; Comprehensive Regulatory Review, Recommendation and Text Amendments (optional; County may elect to purchase later during the Term).** The County may upon written notice to the Contractor request the Contractor perform the Zoning Ordinance Services, being all those services specifically described in in Section V "Zoning Ordinance; Comprehensive Regulatory Review, Recommendation and Text Amendments" of the Pricing, relevant portions of Section 5(4) "Other Services" of the Proposal including without limitation Task 5 and 7, and relevant provisions of the RFP (collectively all such services, including all subparts of such Sections, being the "Zoning Ordinance Services"). As of the Commencement Date the County is not yet electing to have the Contractor perform the Zoning Ordinance Services, however the parties agree that at the County's option the County may notify the Contractor in writing during the Term that it desires the Contractor to perform the Zoning Ordinance Services and the parties agree such shall be documented by a written Project Agreement executed by the parties which shall be an addendum to this Contract; and in such case the Contractor agrees to perform the Zoning Ordinance Services in accordance with this Contract that the fees for the Zoning Ordinance Services will be flat not-to-exceed fees as follows:

**ZONING ORDINANCE COST PROPOSAL  
ORDINANCE**

<b>Review and Recommend Edits to Existing Zoning Text Amendments and Processes</b>	Review County's existing regulations including federal and state mandates and codes, permitted use charts, definitions, and other applicable development standards and recommend proposed edits and revisions to County Attorney.	\$13,500.00
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**TOTAL** \$13,500.00

**\*Cost includes one initial draft ordinance, one revised draft ordinance and one final ordinance; additional drafts will be based on hourly per diem in Appendix A.**

**F. Workshops and Public Meetings (optional; County may elect to purchase later during the Term).** The County may upon written notice to the Contractor request the Contractor provide a workshop and/or public meeting, being the services generally described in in Section VI "Workshops and Public Meetings" of the Pricing, relevant portions of the Proposal, and relevant provisions of the RFP (collectively

all such services, including all subparts of such Sections, being the “Workshops or Public Meetings”). As of the Commencement Date the County is not yet electing to have the Contractor perform specific Workshops or Public Meetings, however the parties agree that at the County’s option the County may notify the Contractor in writing during the Term that it desires the Contractor to workshop or Public Meeting and the parties agree such shall be documented by a written Project Agreement executed by the parties which shall be an addendum to this Contract and which shall specify the details of such Workshop or meeting, including the subject thereof, the anticipated length, the date, time and location of such meeting or workshop and any other requirements thereof; and in such case the Contractor agrees to provide the Workshop or Public Meeting in accordance with this Contract that the fees for the Workshop or Public Meeting will be flat not-to-exceed fees as follows:

**PUBLIC MEETINGS COST PROPOSAL PUBLIC MEETINGS**

<b>Public Workshops</b>	In person presentations	\$3,000.00*
	Virtual presentation via Zoom or other online option	\$1,000.00

**\*Includes all travel related expense.**

**G. As Requested As Needed Hourly Services.** In addition, at the written request of the County and subject to execution of a written project agreement signed by both parties setting forth a specific description of the task(s) to be performed under this Contract, which may include any of the general or specific Services described in the RFP, Proposal or Pricing, including without limitation any General On-Going Services as such is described in the RFP or Proposal, other Services may be performed by Contractor hourly (“Hourly Services”) for the hourly fees described in Appendix A “Per Diem Rate Schedule” to the Pricing EXCEPT that: (i) item (1) of the Appendix A to the Pricing is hereby replaced and modified to state that “1. Travel and meals on a per diem basis will be invoiced at actual, with no mark-up of any kind.”; (ii) such Pricing is subject to the limitations and requirements for such billing set forth in Article III below; and (iii) all payments shall be due 45 days after receipt of any invoice by the County, not 30 days.

In providing the Services the Contractor must comply with and shall meet or exceed all the provisions and requirements of this Contract, the RFP, the Proposal, the Pricing, the County’s General Terms, Conditions and Instructions to Bidders and Contractors, being Appendix I to the RFP (hereinafter the “County’s General Terms”) related to such Services. All Services rendered under this Contract shall be done in a good and workmanlike manner and so as to pass without exception in the industry.

One or more Project Agreements may be entered into with the Contractor during the Contract Term. Although the potential exists for multiple projects during the Contract Term, the County does not represent or guarantee that the Contractor will receive one or more Project Agreements during the Contract Term. The County has no obligation to enter into any Project Agreement(s) with the Contractor.

The County specifically reserves the right to procure services that fall within the scope of this Contract from other sources. Without limiting the procurement procedures that may be followed by the County, the County may (i) issue RFP’s for similar work and other projects as the need may occur; (ii) specifically reserves the right to enter into other term agreements for the same or services similar to this Contract; and (iii) specifically reserves the right to enter into Project Agreements with other Contractors under Term contracts based on its evaluation of each Contractor’s qualifications, expertise, current workload, capabilities, performance record, locations or distance to the project and other factors as may be pertinent to the particular project or for any reason in the County’s sole discretion. In such event, Contractor shall have the right to give notice to County that it elects to terminate this Contract upon ninety (90) days advance notice.

The Contractor agrees that it is willing and able during the Contract term to provide Services on an “as needed” basis; and further that it is able and willing to provide the Services described in II(A) and II(B) upon the Commencement Date as required by this Contract.

### III. COMPENSATION AND PROJECT AGREEMENTS:

Fees for specific Services are as set forth in the Pricing and clarified above in Article II(A), (B), (C), (D) and (E) supra; and in the event of a conflict between this Contract and the Pricing, the body of this Contract shall control. Unless otherwise specifically set forth in this Contract or agreed to in writing in a Project Agreement signed by both parties, compensation for Hourly Services will be at those rates set forth in the Pricing of Exhibit 3, Appendix A “Per Diem Rate Schedule” to the Pricing EXCEPT that: (i) item (1) of the Appendix A to the Pricing is hereby replaced and modified to state that “1. Travel and meals on a per diem basis will be invoiced at actual, with no mark-up of any kind.”; (ii) such Pricing is subject to the limitations and requirements for such billing set forth in this Article III; and (iii) all payments shall be due 45 days after receipt of any invoice by the County, not 30 days (as modified, the “Rates”).

Individual projects for as-needed Hourly Services will be negotiated based on the Rates as set but may be capped at a not-to-exceed lump sum amount if set forth in the Project Agreement. The Rates set forth in the Pricing shall control for all Project Agreements entered into under this Contract except as specifically modified by this Contract. This Contract shall serve as a project agreement for purposes of the “Term Services” described in II(A) and II(B) which the County requires the Contractor to perform beginning on the Commencement Date and continuing for the Term of this Contract or until the County provides written notice to the Contractor terminating such specific services. Project Agreements shall be entered into for each individual project, specifying additional contract 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 hourly project, which may include a not-to-exceed cap; (iii) billing schedule for the project (whether periodic or on completed project basis); (iv) timing requirements for project performance; (v) identification of the County’s project manager for the project, to whom invoices and other contacts regarding the specific project shall be directed.

The following are additional requirements for a Project Agreement under this Contract for any Service(s) rendered hereunder:

- i. At the County’s request, the Contractor shall assist the County with preparing a Project Agreement for any requested Service hereunder, including the preparation of a work authorization including the work description, and cost estimate. Each project Agreement will cite the agreed upon timeframe to complete specified Services and either a flat rate for completion or any estimate of the hours needed and the hourly rate charged for the Services (may be stated as a “not to exceed” dollar amount). The County’s Project Agreement must be signed by an authorized representative of the County to be valid and binding on the County. The Contractor shall have no claim for compensation greater than the approved amount in the Project Agreement. The Contractor shall obtain prior written approval for any work that exceeds the work authorization in Project Agreement. No compensation or reimbursement of any kind will be owed to Contractor for services outside the scope of a Project Agreement.
- ii. The Contractor’s hourly rate includes all incidental costs, including allowances for profit and tools of the trade in their hourly labor rates. No travel time to and from a job site shall be included in the work performed, hourly costs invoiced shall include time at the job site only.
- iii. The Contractor will be paid on the basis of invoices submitted. Invoices shall include the Project Agreement reference and total amount due. Invoices shall be submitted to the County only after completion of all of the Services for that Project Agreement to the sole satisfaction of the County. Payment will be made forty-five (45) days after receipt of a

- proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is later.
- iv. All hourly Services shall be billable to the County in increments of a quarter of an hour or less, with increments no larger than the Contractor's standard billing practice. The minimum charge shall be a quarter of an hour or less if that is the Contractor's standard practice.
  - v. Any materials, parts, or other reimbursable items being required for the Services shall be invoiced at cost without mark-up of any kind and must be specifically identified in a Project Agreement.

#### **IV. OTHER CONTRACT TERMS:**

Where the terms of this Contract, the RFP or any exhibit hereto conflict, the following shall control in this order (with #1 being the document that controls over all others, and so on): (1) the Contract; (2) the RFP as amended (being Exhibit 1) including Appendix I County of Fluvanna General Terms, Conditions and Instructions to Bidders and Contractors; (3) the Proposal (being Exhibit 2) and the Pricing (being Exhibit 3). Notwithstanding the foregoing, whenever possible the terms of this Contract, and the exhibits shall be read together.

#### **V. PERIOD OF PERFORMANCE:**

The Contractor shall begin performing Services under this Contract on the Commencement Date. The initial term of this Contract shall be one (1) year beginning on the date this Contract is signed by the County (the "Commencement Date") and continuing for one (1) full year thereafter. This Agreement may then be renewed at the County's option for three (3) additional one (1) year terms. Said renewals shall be automatic. Should the County desire not to automatically renew the Contract, then the County shall send the Contractor written notice of nonrenewal at least thirty (30) days prior to termination of the current term. Term shall be defined to include the initial term and any renewals thereof until this Contract has ended by its terms or has been terminated. This Contract is subject to those monetary and other limitations set forth in Virginia Code 2.2-4303.1.

**VI. MISCELLANEOUS.** The headings of the sections of this Contract are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This Contract may be executed in duplicate originals, any of which shall be equally authentic. The legal address for the County and for the Contractor and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

County:

Fluvanna County  
 ATTN: Steve McVey  
 132 Main Street  
 P.O. Box 540  
 Palmyra, VA 22963  
 Telephone: (434) 591-1937

Facsimile: (434) 591-1911

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

Contractor:  
CityScape Consultants, Inc.  
2423 S. Orange Avenue, #317  
Orlando, FL 32806  
Attn: Elizabeth Smith, Government Relations Manager  
Email: [elizabeth@cityscapegov.com](mailto:elizabeth@cityscapegov.com)  
Telephone: 877-438-2851 Fax: 877-220-4593

**[Signature page to follow.]**

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

Contractor:  
CityScape Consultants, Inc., a Florida corporation  
authorized to transact business in Virginia

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





**COUNTY OF FLUVANNA, VIRGINIA**  
**Request for Proposals (RFP) #2023-02**  
**TELECOMMUNICATIONS FACILITIES' APPLICATION REVIEW, GENERAL**  
**CONSULTING, LEASE MANAGEMENT, AND MARKETING SERVICES**

**Issue Date: October 18, 2022**

**Due Date: November 4, 2022 at 2 p.m. local time**

**Procurement Contact:**

County of Fluvanna  
 Donna Allen, Purchasing Officer  
 132 Main Street  
 P.O. Box 540  
 Palmyra, VA 22963  
 Ph: (434) 591-1930  
 Email: [dallen@fluvannacounty.org](mailto:dallen@fluvannacounty.org)

**Technical Contact:**

County of Fluvanna  
 Kelly Harris, Assistant County  
 Administrator  
 132 Main Street  
 P.O. Box 540  
 Palmyra, VA 22963  
 Ph: (434) 591-1910  
 Email: [kharris@fluvannacounty.org](mailto:kharris@fluvannacounty.org)

**All sealed proposals shall be turned in no later 2:00 p.m. local time November 4, 2022. All Proposals that are delivered via mail or are hand delivered must be addressed to the "Procurement Contact" listed above. Any Proposals that are turned in late will be rejected and returned unopened.** Any Proposals sent in via facsimile, telephone, or email shall not be considered.

Proposal documents may be picked up at the Fluvanna County Department of Finance located at 132 Main Street, 2<sup>nd</sup> floor, Palmyra, VA 22963 or by clicking on the following link: <https://www.fluvannacounty.org/rfps>.

**I. Purpose:**

- A. The County of Fluvanna, Virginia (the "County") invites qualified licensed consulting firms ("Offerors") to submit proposals for services relating to Telecommunications Facilities currently or hereafter owned, leased or otherwise controlled by the County (hereinafter referred to as "County Telecommunications Facilities") and also to assist the County and its Department of Community Development in review of telecommunications-related submittals of all-kinds for non-County Telecommunications Facilities ("Non-County Telecommunications Facilities") in accordance with Applicable Law (as hereinafter defined), including, but not limited to, the following upon request as needed: (i) review of applications/submittals relating to Non-County Telecommunications Facilities and coordination with the County and its Department of Community Development related thereto; (ii) review of applications/submittals related to the County Telecommunications Facilities and coordination with the County, County Administrator's Office, the County Attorney's Office and the Fluvanna County Department of Community Development related thereto, (iii) lease

management of all or some of the County Telecommunications Facilities and guidance on lease provisions, fair market value rent and terms of such leases and any amendments thereto; (iv) general consulting for the County Telecommunications Facilities and Non-County Telecommunications Facilities (together the “Telecommunications Facilities”); (v) marketing of all or some of the County Telecommunication Facilities; (vi) the evaluation of telecommunications and wireless siting proposals for the County Telecommunications Facilities; (vii) general advice on engineering and structural analyses related to Telecommunications Facilities and related systems/sites; and (viii) only to the extent applicable or required by Applicable Law, real estate brokerage services for the County Telecommunications Systems (collectively the “Services”). Such Services are more specifically defined in this RFP, and particularly in Article III, Scope of Services. Telecommunications Facilities shall include towers, monopoles, roof-top sites, elevated water storage tanks and any other telecommunications systems, related facilities and equipment. Generally, towers, monopoles, roof-top sites, elevated water storage tanks and any other telecommunications systems, related facilities and equipment shall be referred to herein as “Telecommunications Facilities” and such uncapitalized term shall include all such facilities whether or not such are owned or operated by the County.

- B. The initial contract term will be for one year with up to three (3) one-year renewal options.
- C. The County reserves the right to award a Contract to more than one Offeror or to no Offerors. Nothing herein shall limit the County’s right to use other consultants, its staff, employees or officers to complete any or all of the Services requested herein instead of requesting such Services of the Offeror(s) awarded a Contract hereunder.

## II. GENERAL INFORMATION:

- A. Fluvanna County is centrally located in the heart of Virginia, 120 miles south of Washington, D.C., 60 miles west of Richmond, VA, and 25 miles southeast of Charlottesville, VA. The County encompasses a land area of 282 square miles and is bound by interstate 64 to the north and by the James River to the south. As of July 2021, the County had an estimated population of 27,723.
- B. A list of County Telecommunications Facilities is attached hereto as Exhibit A.
- C. Our current “Telecommunications Master Plan”, which is subject to change, can be found at the following link: <https://www.fluvannacounty.org/planning/page/telecommunications-plan>.

**III. SCOPE OF SERVICES:** The Offeror shall meet or exceed all requirements of this Request for Proposals (“RFP”) and the Offeror’s Proposal must demonstrate that the Offeror has the resources and capabilities to provide the requested Services on an as-needed on-call basis as prescribed in this RFP. Offeror shall submit documentation with their Proposal demonstrating compliance with any qualifications or licensures required below. Offeror shall provide details on the full services that can be offered related to the County’s existing needs as specified in this scope of services for the Services. **The Scope of Services requested under this RFP includes the following Services:**

- A. **Minimum Qualifications:**

- i. **Knowledge of and Compliance with Applicable Law:** Offeror shall have knowledge of and shall be able to apply Applicable Law and all Services shall comply with Applicable Law. Applicable Law is defined herein to be all applicable Federal, State, and local laws, rules, statutes, ordinances, regulations, guidelines, best practices or similar provisions, which shall include without limitation, the Code of Virginia, the Fluvanna County Code, the Fluvanna County Comprehensive Plan, the Virginia Statewide Building Code, Telecommunications Act of 1996, Federal Aviation Administration (“FAA”) and Federal Communication Commission (“FCC”) guidelines (collectively referred to herein as “Applicable Law”).
- ii. **Engineering Services:** Some of the Services herein require services of a professional engineer or other licensures or professional qualifications and Offeror shall have appropriate licensure and professional qualifications for providing the Services requested under this RFP.
- iii. **Real Estate Services:** Some of the Services herein may require a real estate broker’s license or other licensures or professional qualifications and Offeror shall have appropriate licensure and professional qualifications for providing the Services requested under this RFP. If applicable, copies shall be provided by Offeror.
- iv. **Optional Legal Services:** If Offeror intends to include legal services options, then a license to practice law in Virginia and a background in Telecommunications Facilities are pre-requisites as well as any other licensures or professional qualifications reasonably necessary to provide legal advice to the County with respect to the Telecommunications Facilities. Legal services are optional.
- v. **General:** Offeror shall have appropriate licensure and professional qualifications for providing the Services requested under this RFP. Copies thereof should be attached to the RFP.

**B. Expert Application Review for Telecommunications Facilities:**

- i. Offeror will assist the County in meeting its obligations under Section 704 of the Federal Telecommunications Act of 1996 including, but not limited to, taking action on any applications for Telecommunications Facilities or telecommunications infrastructure in a reasonable period of time, and making decisions based upon Applicable Law and the specific facts and circumstances.
- ii. Offeror will provide the technical information to form policy decisions for consistent review of all applications based on facts, Applicable Law, and necessities in wireless network or telecommunications facility design. Offeror must apply concepts and ordinances detailed in the Comprehensive Plan, the County Code including without limitation any Zoning Ordinances, and Telecommunications Master Plan in order to conduct detailed tower application reviews that will give the Planning Commission and the Board of Supervisors a consistent basis upon which to consider applications.
- iii. Offeror shall have background and experience in engineering, negotiation, fair value rents, technical, and land use matters relating to Telecommunications Facilities and a knowledge of the County.
- iv. Offeror will review any applications on an on-call basis as requested by the County and the County’s preference is for a flat fee schedule for review of applications. Offeror shall review the application itself, any governing documents, and assure its compliance with Applicable Law.

- v. Offeror will promptly notify the County of all technical or other issues it finds in any application and work with the County to resolve the same.
- vi. Offeror will work with County staff and officers on any application matters. Offeror may be asked to come to work or planning sessions from time to time and may be asked to come to meetings of the County Board.
- vii. Review of private utility applications, as well as review of County initiated applications, for Telecommunications Facilities, including, but not limited to, new cellular tower location requests (Comprehensive Plan Amendments), comments to applicants to ensure new tower installations are constructed to maximize co-locations opportunities to the extent permitted by Applicable Law.
- viii. Upon request by the County, Offeror will provide expert review of applications submitted to County for the placement, construction, amendment and/or modification of any telecommunications facility. Offeror will review and evaluate the application. Offeror will notify the County's Planning Director, or other person specified by the County from time to time, of any deficiencies in the application. Offeror's review and evaluation of applications will include, but is not limited to:
  1. Application completeness and accuracy;
  2. Assurance that the County meets all applicable timing requirements for dealing with applications, including, but not limited to, **the FCC "shot clock"**;
  3. Applicability of appropriate analysis techniques and methodologies for the telecommunications facility;
  4. Application validity of correctness of any conclusions or fact presented therein;
  5. Compliance with all Applicable Law;
  6. Provide site analysis and evaluate the adequacy of the site's search ring using generally accepted engineering principles and considering emerging technology and trends for the site;
  7. Evaluation of site options shall include proposing alternative site options and co-locations if applicable;
  8. Evaluation height, capacity, loading and coverage of Telecommunications Facilities in any application;
  9. Compliance with all zoning requirements;
  10. To the extent permitted by Applicable Law, evaluation of aesthetic impacts and mitigation of any undesirable impact;
  11. Evaluation of any applicable FCC Radio Frequency exposure compliance;
  12. Evaluation of compatibility of any application with the Fluvanna County Public Safety Communications systems, including without limitation all Telecommunications Facilities being built or to be built as part of the County's Public Safety Radio System Project;
  13. Evaluation of the safety and structural Integrity of any telecommunications facility to assure compliance with wind zone designations and Applicable Law;
  14. Assistance with any other matters related to any application deemed by County to be relevant;
  15. Offeror shall keep a checklist of completeness for each application; and
  16. Offeror will prepare and submit a report summarizing each application, and detail in writing its findings related to review and evaluation thereof consistent with the requirements for review and evaluation detailed above in this Section B of Article III of this RFP. Offeror will provide four (4) hard copies

of the report, and one (1) electronic copy. Offeror shall provide such report within five (5) business days of receipt of any request by the County to review an application.

**C. Site Leasing and Management:**

- i. Offerors shall assist in any leasing and management services related to County Telecommunications Facilities as requested by the County, which may include management and leasing matters on existing and future leases.
- ii. Offeror will assist in the management of the County's Telecommunications Facilities.
- iii. Offeror shall manage Telecommunications Facilities to ensure maximum usage of the site(s) by the County and as many other users as feasible. An emphasis shall be on effective use of Telecommunications Facilities so as to reduce towers or support structures needed, and maximizing the County's potential net profit from such leases.
- iv. Offeror will provide the following as-needed services related to leasing and management to include, but not limited to:
  1. Technical and engineering consulting relating to any telecommunications issues in the County and County Telecommunications Facilities;
  2. Maximizing potential net profit for the existing and future County Telecommunications Facilities;
  3. Review and Assistance of any design specifications for new or proposed Telecommunications Facilities;
  4. Minimizing the total number of individual sites (towers) needed for the County by proper collocation and combining of wireless provider services on existing and/or new facilities;
  5. Analyze lease rates and terms of existing lease contracts;
  6. Negotiate new leases, renewals, amendments and modifications to existing leases and assist in all matters related thereto in coordination with County staff and officers and the County Attorney's Office;
  7. As requested, general business, management and lease administration of new lease agreements between any tenants and the County;
  8. At the County's request, Offeror shall manage the billing of rent and any other amounts due under any lease of Telecommunications Facilities, including billing and collecting rent payments from the tenants and remitting reports and account balances to the County on a monthly basis (or alternatively instead of collection of rent on behalf of the County, at the County's option, the Offeror billing the tenants, but having payments from tenants remitted directly to the County, with the County then providing evidence of all payments to the Offeror, and then the Offeror submitting invoices to the County for its fees related its services - billing/reporting balances and accounting monthly to the County). This shall include tracking and applying any increases or other sums due under the Leases and notifying the County in writing of all defaults under Leases (monetary or otherwise). Any bill collection shall be in strict conformance with the requirements of Applicable Law. Upon request by the County, Offeror shall be responsible for all billings to Tenants in connection with their operations, and for the collection of any delinquent accounts subject to Applicable Law.

Notwithstanding the foregoing, any legal proceeding or litigation (including mediation, arbitration or any similar negotiation) of any kind must be instituted by the County and shall be upon the advice of the County Attorney;

- a. Monthly, Offeror will provide income receipt reports for all amounts received on behalf of the County with respect to the Telecommunications Facilities;
9. Upon request, the Offeror will forecast revenue projections for the Telecommunications Facilities;
10. In providing any advice to the County as-needed or if managing any County Telecommunications Facilities, the Offeror shall maintain the leases for Telecommunications Facilities and their related equipment in such a manner that will yield the highest net revenues to the County on a long-term basis;
11. Offeror shall perform any necessary intermodulation and interference studies;
12. Offeror shall coordinate of installations or modification activities; and
13. Offeror shall attempt to resolve any disagreements among Tenants.

**D. Marketing Services:**

- i. Upon request by the County, Offeror shall actively pursue new customers for and market the County Telecommunications Facilities and available space and shall negotiate future tenant leases subject to approval of the County Attorney and the County, including, but not limited to following Services:
  1. Market the County Telecommunications Facilities sites/locations to users and telecommunications carriers;
  2. Perform market analysis;
  3. Develop strategies for leasing space on Telecommunications Facilities;
  4. Work with County staff, officers and the County Attorney to negotiate leases;
  5. Coordinate appraisals; and
  6. Handle any other customary activities and services associated with real estate services and Telecommunications Facilities.
- ii. If required by Applicable law to perform the Services, Offeror shall be licensed and in good standing as a real estate broker in Virginia.
- iii. Offeror must be knowledgeable in real estate matters generally and specifically in matters relating to Telecommunications Facilities and commercial leasing.
- iv. Offeror shall be familiar with the County and must have a knowledge of the local real estate market.
- v. Offeror shall have an ability to market the sites globally.

**E. General On-Going Services:**

- i. Review and Assistance of any design specifications for new or proposed Telecommunications Facilities.
- ii. Recommend a fee structure for application reviews.
- iii. Offeror shall serve as both a legal and engineering consultant to the County for all Telecommunications Facilities' issues for the term of a contract with the County and shall work with County staff, officers and the County Attorney's office.
- iv. Upon the County's request, Offeror will provide a performance report and presentation, regarding the Telecommunications Facilities, leases, management

activities, placements, updated future needs and/or any other matters affecting or related to the Services.

- v. Offeror shall ensure all Services protect the County's Telecommunications Facilities and communications system (especially that County Public Safety Radio System) from interference, power loss or reduction, safety risk or damage of any sort.
- vi. Offeror must maintain an inventory of existing Telecommunications Facilities and nearby Telecommunications Facilities generally, including without limitation tower locations, to maximize co-location opportunities whenever practicable and if consistent with Applicable Law.
- vii. Offeror shall assist with and manage all FCC or FAA matters, including matters of tower compliance with Applicable Law and TIA/EIA standards and good engineering practices, tower lighting (FAA lighting notification), structural analysis (tower loading evaluations), necessary ANSI computation and/or measurements to assure the sites are safe (including that the sites are safe for human exposure to non-ionizing radiation).
- viii. Offeror shall consider and report to the County need to repair or improve any Telecommunications Facilities or related equipment; Offeror shall monitor Telecommunications Facilities and shall notify the County of any deficiencies in, or damage to, the Telecommunications Facilities and equipment.
- ix. All Services shall be conducted employing the highest level of expertise and scrutiny.
- x. Review of Telecommunications Facilities and equipment structures for compliance with best engineering standards and providing advice to the County Building Official, as necessary.
- xi. Assistance to County staff in regular reviews of the Fluvanna County Telecommunications Master Plan, telecommunications-related Ordinance, and future revisions to the County Code as needed relating to Telecommunications Facilities.
- xii. Attending meetings of the Board or staff from time to time as requested.
- xiii. Other assistance in evaluating telecommunications and wireless information services issues as needed.

- F. **Other Services:** Offerors are encouraged to provide information on related services they are able to provide, with justifications for why such services might be necessary or desirable.

#### IV. PROPOSAL PREPARATION:

- A. The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate. The following paragraphs provide guidelines to each Offeror for information to include in the proposal:
  - i. **Cover Letter** - Provide a cover letter that confirms the Offeror's understanding of this Request for Proposal, an overview of the history and qualifications of the firm.
  - ii. **Forms** - All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.
    - 1. Certificate of No Collusion

2. Offeror Statement
  3. Proof of Authority to Transact Business in Virginia
  4. Vendor Data Sheet
- iii. **Overview** – The purpose of this section is to provide County with an overview of the history, qualifications and abilities of the Offeror’s firm and for the Offeror to demonstrate the specific qualifications of the staff the Offeror will assign if selected. At a minimum, the proposal should:
1. Designate a Project Manager and indicate office location.
  2. Include the organization chart, functional discipline, and responsibilities of project team members.
  3. Provide the legal name of the company, the size of the company.
  4. Describe your relevant experience in performing the Services.
  5. Status of the company including: (i) office location, number of employees supporting the same, and location of a point of contact; (ii) Define the Offeror’s long-term development strategy and plans for the County’s Telecommunications Facilities; (iii) Number of public sector clients for similar services and size of these organizations including names and locations.
- iv. **Key Personnel:** The personnel named in the proposal shall remain assigned to the project throughout the period of the contract unless requested to be replaced by the County. If the County requests an individual to be replaced (including any personnel of any sub-contractor), the Offeror shall do so within 30 days of the request, and without any additional charge to Fluvanna County. No replacement may be made without submission of a resume of the proposed replacement for approval by The County.
- v. **Qualifications** - Statement of qualifications and any additional information that the Offeror considers pertinent to its qualifications for the services and which respond fully to the Scope of Work described herein. “Additional Information” is defined as:
1. Licenses to conduct services required by the Code of Virginia, if applicable;
  2. Specify any additional individuals who will be assigned to the contract, the level of their experience including credentials, related experience, training, and education of the personnel; and
  3. Sample documents and/or reports, relating to the services.
- vi. **Proposed Sub-Consultants** - The Offeror shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-consultants shall be provided. By proposing such firm(s) or individuals, the Offeror assumes full liability for the sub-consultant’s performance. The Offeror shall state the amount of previous work experience with the sub-consultant(s).
- vii. **Project Approach** – The purpose of this section is to provide the County with the Offeror’s understanding and proposed approach to the project/provision of services. The Offeror should discuss in detail the proposed management and project approach. The staffing of the Offeror’s firm and firm’s approach to ensure quality control and completion of all projects within the time frame set forth.
- viii. **Representative Projects** – This section of the Offeror’s Proposal should list and describe representative clients currently serviced focusing on similar services and especially services provided to other Virginia agencies, localities, and public bodies. Describe the local office experience including the project name and location, brief description of the project, description of the scope of services provided, and principal contact person. The Offer must include a description of every project it has worked on in the last two (2) years for Virginia (including any department or agency thereof) or a Virginia public body such must include the client’s name, a contact point for client, and a brief description of the type of services provided.
- ix. **Effective Controls**



1. Effective Cost Control – Demonstrated history of effective control of project costs and collection success and ability to accomplish work in a timely manner;
  2. Describe the Offeror’s cost control methodology;
  3. Describe the approach for reducing the costs;
  4. Describe your documentation, tracking and reporting system; and
  5. Describe your program for quality control.
  6. **No Pricing** – The Offer will need to be prepared to discuss estimated pricing as a part of the negotiation phase with the County, for application review, marketing, lease management for both existing, new towers and co-location, and any other services offered by the proposer on an as needed basis. Since this RFP is a request for professional services pursuant to 2.2-4302.2, the County is not requesting cost of services be submitted as a part of any Proposal.
- x. **Other Requirements** - The proposal package shall include as a minimum:
1. The RFP document with any addenda acknowledgements filled out and signed as required (see attachments hereto).
  2. A detailed response to all requirements, general, specific, functional and technical as defined within this RFP.
  3. A sufficient description of the experience and knowledge base of the Offeror to show the Offeror’s capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the Offeror included in the proposal should include, but not necessarily be limited to, the following:
    1. A brief description of the history and mission of the Offeror, including the Offeror’s background and mission statement, the length of time the Offeror has been in business, a description of the Offeror’s organizational structure and a description of the Offeror’s customer make-up;
    2. A statement of how long the Offeror has provided services similar to the Services requested herein;
    3. A general description of the Offeror’s experience and background in providing services similar to the Services requested herein;
    4. Any other relevant information about the experience and knowledge base of the Offeror which is deemed to be material;
    5. Resume of each key employee and any employee who will engaged in the services, including the roles of each and an overview of their previous experience with similar projects; and
    6. Background Information including at minimum: most recent year’s financials (prefer audited) and a disclosure of any past and pending litigation
    7. Description of the typical assistance the Offeror will require of County staff.
  4. **Client References:** Offerors shall provide a minimum of four (4) client references that are similar in size and scope to the County’ Project that have utilized similar Services. All client customers in the State of Virginia must be provided, regardless of circumstances. Client reference information must include the date of services, length of services, and a point of contact.
  5. **Other:** The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
  6. **Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal or meet with the County related to their Proposal (electronically or in person). This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact

finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Presentations are an option of the County and may or may not be conducted.

7. **Incurred Expenses:** The County will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the County of Fluvanna as a result of cancellation of this RFP.
8. **Addenda:** Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. By submitting a proposal Offerors certify that all information provided in response to this RFP is true and accurate.
9. **Negotiations.** During any negotiations and consistent with Applicable Law, Offerors shall be prepared to respond to questions and provide cost estimates during such negotiations.

#### V. Submittal Instructions

- A. **Each Offeror must submit one (1) original hard copy, Three (3) copies and one (1) electronic copy of its proposal on a USB flash drive/memory stick.**
- B. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are incomplete or lack information may be rejected by the County in its reasonable discretion as non-responsive.
- C. All forms attached to this RFP must be fully completed, executed by the Offeror and returned as a part of Offer's Proposal.
- D. Offers shall be prepared simply and economically, providing a straightforward, concise description of firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- E. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP.
- F. **Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or email shall be rejected.**

#### VI. GENERAL INSTRUCTIONS

- A. **RFP Response:** In order to be considered for selection, interested parties must submit a complete response to this RFP. Failure to comply with all criteria listed herein may be cause to reject an Offeror's proposal.
- B. **RFP Questions:** Address questions concerning this RFP to:

Donna, Purchasing Officer  
P.O. Box 540  
132 Main Street  
Palmyra, VA 22963  
Ph: (434) 591-1937  
[dallen@fluvannaCounty.org](mailto:dallen@fluvannaCounty.org)

Offerors shall submit any questions in writing. Written responses, including the questions, will be posted with the RFP. Questions will not be accepted after October 28, 2022, at 10 a.m. local time.

- C. **Ownership of Proposals:** Ownership of all data, materials, and documentation originated and

prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act (“FOIA”). Any proprietary or trade secrets material submitted must be identified as such prior to disclosure to the County, and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret under Virginia law in strict conformance with Virginia Code 2.2-4342 and FOIA. Any classification not made in strict conformance with the requirements of Virginia Code or not meeting the definition of a “trade secret” or “propriety” shall be ineffective and such information shall not be held confidential and shall be subject to public inspection. The classification of an entire proposal document is not acceptable, will not be honored and may result in rejection and return of the proposal.

- D. **Due Date:** Sealed copies of the proposal must be received by the Purchasing Officer no later than 2:00 p.m. local time on November 4, 2022. Proposals must be addressed to:

Donna Allen, Purchasing Officer  
P.O. Box 540  
132 Main Street  
Palmyra, VA 22963

**Any Proposals that are turned in late will be rejected and returned unopened. Any Proposals sent in via facsimile, telephone, or email shall not be considered.**

#### VII. EVALUATION CRITERIA

- A. The County will follow the evaluation and selection criteria described in this RFP. The County shall evaluate proposals and intends to award the contract to the firm that makes the best proposal overall. The firm selected will be required to demonstrate its ability to provide the services required effectively with complete impartiality and without any conflict of interest. The selection of a Successful Offeror shall be based on the following criteria:
- |      |  |           |
|------|--|-----------|
| i.   | Project team qualifications and experience | (25 pts.) |
| ii.  | Offeror’s project and management approach  | (20 pts.) |
| iii. | Representative projects                    | (10 pts.) |
| iv.  | Ability to control costs and schedule      | (25 pts.) |
| v.   | References                                 | (10 pts.) |
| vi.  | Responsiveness to County Goals             | (10 pts)  |
- B. The Evaluation Committee will independently read and rate each proposal.
- C. The Evaluation Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work.
- D. The County reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, such proposal may be rejected in the sole opinion of the County.
- E. The County may arrange for discussions with Offerors submitting Proposals for the purpose of obtaining additional information or clarification if needed.
- F. The County reserves the right to have any consultant(s) of its choosing serve on the evaluation committee or advise the evaluation committee with respect to responses to this RFP and information will be shared with any such consultant(s).

- G. Award(s) shall be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County.

### VIII. AWARD OF CONTRACT

- A. *For architectural or engineering services only*, the County is not requesting or requiring such Offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to Virginia Code Section 2.2-1132. At the negotiation stage and after the qualified Offerors are ranked for negotiations, such Offerors of architectural or engineering services MUST disclose any exceptions to the contractual terms or conditions in writing to the County.
- B. In accordance with Virginia Code Section 2.2-4301.3(A) of the Code of Virginia, the agreement shall be for an initial one (1) year term. The County shall have the option to renew the contract up to three (3) additional one (1) year terms. Under the terms of contract (s) made pursuant to this RFP, no individual **Task Order** fee shall exceed the limitations set forth in Code Section 2.2-4301.3(A). The aggregate total of fees for all **Task Orders** issued during the any term any Contract under this RFP shall not exceed the limitations set forth in Code Section 2.2-4301.3(A).
- C. The County provides no guarantee any work or of the amount of work to be assigned to the selected firm(s) and shall utilize other firms for consulting work.
- D. Award(s) shall be based on the Offeror(s)' ability to meet all RFP requirements and as set forth in this RFP; and the right is reserved to make the award to other than the lowest priced Offeror when it is in the best interest of the County and consistent with the Virginia Procurement Act, the County's Code, the County's Procurement Policies and Procedures and other applicable law.
- E. Award shall be made in accordance with this RFP and the requirement of procurement of professional services under the Virginia Procurement Act (with specific reference to Virginia Code Sections 2.2-4302.2(A)(4)). The Proposal shall not include costs of services or estimated project costs. At the discussion stage, the County may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Pursuant to Section 2.2-4302.2 (A)(4) of the Code of Virginia, selection of the Offeror will be as follows:
1. The County's designee or committee, shall engage in individual discussions with two or more Offerors, if there be that many deemed fully qualified, responsible and suitable on the basis of initial responses with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed projects as well as alternative concepts. These discussions may encompass nonbinding estimates of total project costs including, where appropriate, design, construction, life cycle cost, nonbinding estimates of price for services, and other matters. Properly designated proprietary information from competing Offerors shall not be disclosed to the public or competitors, except as may be required by law.
  2. At the conclusion of discussions, outlined in the paragraph above, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious shall be ranked in order of preference.
  3. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first

shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

- F. The County of Fluvanna may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359(D) Code of Virginia). The award document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- G. The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference as Appendix I and are a material part hereof. To the extent permitted by Applicable Law, these provisions bind all Offerors. Further, the conditions and requirements of this RFP, including, but not limited to, County's General Terms, Conditions, and Instructions to Bidders and Contractors, are a material part of any contract awarded between the County and the successful Offeror(s).

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

ATTACHED hereto as Appendix I.

**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 WITH BID SUBMISSION – [REQUIRED]**

**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 WITH BID SUBMISSION – [REQUIRED]**

**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: \_\_\_\_\_

**Complete if Bidder is a Sole Proprietor:**

Witness the following signature and seal:

\_\_\_\_\_  
(SEAL)

Signature

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year) by \_\_\_\_\_ (Print Name), a sole proprietor.

\_\_\_\_\_  
[SEAL]

Notary Public

My commission expires: \_\_\_\_\_

Notary registration number: \_\_\_\_\_

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]**



**OFFEROR STATEMENT**

The undersigned Bidder/Offeror (hereinafter "Bidder") hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid or Request for Proposals and hereby submits this bid/proposal pursuant to such instructions, plans, conditions, specifications and other documents or items. By submitting a bid/proposal, the Bidder covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information; Certifies and warrants that the Bidder is properly licensed to provide the goods/services specified in the Request for Proposal and has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia. If an Bidder shall fail to obtain the required license prior to submission of his proposal, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered; Bidder further agrees that conditions herein have been carefully read and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this proposal is accepted, to furnish all services agreed upon in strict accordance with the contract.

**Complete if Bidder is an Entity:** WITNESS the following duly authorized signature and seal:

Name of Entity: \_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Signature

Print Name: \_\_\_\_\_ Print  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ (month),  
\_\_\_\_\_ (year) by \_\_\_\_\_ (Print Name),  
\_\_\_\_\_ (Print Title) on behalf of \_\_\_\_\_ (Name of  
Entity).

\_\_\_\_\_  
Notary Public [SEAL]

My commission expires: \_\_\_\_\_ Notary registration number: \_\_\_\_\_

**Complete if Bidder is a Sole Proprietor:** Witness the following signature and seal:

\_\_\_\_\_  
Signature (SEAL)

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ (month),  
\_\_\_\_\_ (year) by \_\_\_\_\_ (Print Name), a sole proprietor.

\_\_\_\_\_  
Notary Public [SEAL]

My commission expires: \_\_\_\_\_ Notary registration number: \_\_\_\_\_

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]**

EXHIBIT A

<u>Fluvanna Street Address</u>	<u>State</u>	<u>ASR#</u>	<u>Site Name</u>
190 Commons Blvd, Palmyra	VA	N/A	Sheriff Office Tower*
1700 Bremo Road, Bremo Bluff, 23022	VA	1300013	Bremo Bluff*
11212 West River Road, Fork Union 23055	VA	1302023	Convenience Center Tower*
3031 West River Road, Scottsville 24590	VA	1277628	VFW*
1214 Salem Church Road, Palmyra	VA	1302022	CVEC Tower*
621 Wilmington Road, Palmyra	VA	1303048	Columbia Tower*
2900 Block Gold Mine Road, Bremo Bluff	VA		FUSD Omohundro Water Tank Tower
2900 James Madison Highway, Bremo Bluff	VA		FUSD Weber City Water Tank Tower
100 Block Kents Store Way, Kents Store	VA		Kents Store Fire Station Tower
14591 James Madison Highway, Palmyra	VA		Palmyra Fire Station Tower

The highlighted sites are County owned telecommunication facilities.

The un-highlighted sites are non-County owned; but the County has equipment that is co-located on another operator’s tower. County equipment consists of 2 microwaves per site and receive only RF equipment. All lines and mounts on Fluvanna County owned equipment should be inspected. VFW site, the County is responsible for tower lighting which shall also be included.

\*The County has its own equipment located at the first 6 sites, and owns shelters and generators at the first 6 sites.

# 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, 2<sup>nd</sup> 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.

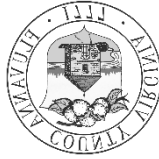
**74. PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

- 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.



**COUNTY OF FLUVANNA, VIRGINIA**  
**Request for Proposals (RFP) #2023-02**  
**TELECOMMUNICATIONS FACILITIES' APPLICATION REVIEW, GENERAL**  
**CONSULTING, LEASE MANAGEMENT, AND MARKETING SERVICES**

**ADDENDUM # 1:**

Reference – Request for Proposals: RFP #2023-02

Title of Request for Proposal: TELECOMMUNICATIONS FACILITIES' APPLICATION REVIEW, GENERAL CONSULTING, LEASE MANAGEMENT, AND MARKETING SERVICES

Issue Date of Addendum: November 1, 2022

Bid Due Date and Time: November 4, 2022 at 2:00 p.m. local time

The above RFP #2023-02 (the "RFP") is hereby amended and modified as follows:

1. The following are clarifications from questions received:
  - a. Question Submitted: *How many applications on average per year does Fluvanna receive for telecommunication's approvals?*
    - i. County's Response: It varies from year to year. In 2021 and so far in 2022, there have been on average approximately five applications per year. The County also receives applications for modifications to equipment and requests for space (or additional space) on County owned towers; which requests vary from year to year.
  - b. Question Submitted: *Is there a firm currently engaged to do this work for the County? If so, what is the firm's name and their length of engagement to date?*
    - i. County's Response: The County was under contract with Atlantic Technology Consultants, Inc., however the principal passed away in June 2022 and thus that contract is terminated. The County has entered into a gap small procurement contract with CityScape Consultants, Inc., which can be terminated at any time by the County upon notice to the Contractor and which is only anticipated to cover the interim until a new contract can be negotiated under this RFP.
  - c. Question Submitted: *Does the County have a budgeted amount established for this service? If so, what is the amount?*
    - i. County's Response: No - It is anticipated that the County's application fees will cover the cost of outside review.

**Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.**

Very truly yours,

Donna Allen, Purchasing Officer  
Fluvanna County, Virginia  
132 Main Street  
Palmyra, VA 22963  
(434) 591-1930

Name of Firm: \_\_\_\_\_

BY: \_\_\_\_\_

Signature of duly authorized representative

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF FLUVANNA, VIRGINIA**  
**Request for Proposals (RFP) #2023-02**  
**TELECOMMUNICATIONS FACILITIES' APPLICATION REVIEW, GENERAL**  
**CONSULTING, LEASE MANAGEMENT, AND MARKETING SERVICES**

# REQUEST FOR PROPOSAL

2023-02

TELECOMMUNICATIONS FACILITIES' APPLICATION  
REVIEW, GENERAL CONSULTING, LEASE  
MANAGEMENT, AND MARKETING SERVICES



County of  
Fluvanna, VA

**Submitted by:**

CityScape Consultants, Inc.  
2423 S Orange Ave #317  
Orlando, FL 32806  
Tel: (877) 438-2851  
Fax: (877) 220-4593

**received**  
11-4-22

**November 4, 2022; 2:00 p.m.**

**PROPOSAL CONTACT PERSON:**

ELIZABETH SMITH, Government Relations  
Director (561) 541-3104 Direct  
Elizabeth@cityscapegov.com

**ORIGINAL**



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## COVER LETTER

County of Fluvanna  
 Purchasing Department  
 132 Main Street  
 Palmyra, VA 22963

November 4, 2022

**Re: RFP 2023-02**

To whom it may concern:

CityScape Consultants, Inc. ("CityScape") appreciates the invitation and opportunity to respond to the County of Fluvanna ("County") Request for Telecommunications Facilities' Application Review, General Consulting, Lease Management and Marketing Services ("RFP"). As requested, submitted in our package is one (1) original and three (3) copies and one (1) electronic copy on USA flash drive of our response to the request for services.

Detailed herein is our interest in working with the County of Fluvanna and why CityScape is uniquely qualified to assist the County on a broad range of wireless telecommunications and permitting issues.

**For over twenty-five years CityScape has provided Radio Frequency (RF) engineering and wireless planning consulting services exclusively to local government.** CityScape has been evaluating wireless communication facility applications, drafting ordinances and producing wireless master plans for cities, counties, towns, and villages nationwide. The information contained in this proposal provides a descriptive overview of the various wireless services in which CityScape provides successfully with similar communities on comparable wireless planning projects. The CityScape project team has the capacity to give any subsequent project the time and attention required by the County and dedicates a point of contact specifically for the County to ensure timeliness for all inquiries.

CityScape's proposal will be predicated upon the terms and conditions of the request and any requested supplemental or revisions thereof. By my signature below, I certify that I am authorized to bind CityScape in any and all negotiations and/or contractual matters relating to the above referenced RFP. My signature below further certifies that CityScape or any individual representing CityScape pertaining to this RFP has no business or personal relationships with any other companies or persons that could be considered a conflict of interest or potential conflict of interest to the County.

Thank you for your consideration and the opportunity to provide the County with details on our team and approach regarding our professional consulting services. We would appreciate the opportunity to provide further detail and capability on how our services and recommendations can best meet the County's future objectives. Please let us know if you have any questions or require additional information.

Sincerely,

CITYSCAPE CONSULTANTS, INC.



Anthony T. Lepore  
 President  
 Tel: 877-438-2851



Elizabeth Smith  
 Government Relations Manager

# 1. OVERVIEW

## CityScape Consultants, Inc.

*CityScape provides consulting services exclusively local government agencies seeking advice and solutions relating to the complexities of wireless communications infrastructure.*



CityScape began business in July 1997 and has offices in Florida, North Carolina, Wisconsin, Oregon and Washington, DC. For the past 25 years CityScape has exclusively consulted with local governments and public agencies on wireless telecommunications matters related to wireless telephone, broadband, broadcast, and public safety network deployments. **CityScape has no current affiliations with any private wireless communication industry companies, service providers, or tower owners and/or construction companies.** Because CityScape is not affiliated with any tower owners or wireless telecommunication service providers, we completely avoid any potential issues or conflicts of interest and work exclusively for the benefit of the public sector.

CityScape provides impartial wireless expertise, independent expert advice and strategies to local government entities seeking solutions for the placement of wireless telecommunications infrastructure. CityScape assists communities and governmental entities in navigating the wide array of wireless telecommunications information circulating and offers a balanced expert opinion on wireless communication considerations. CityScape offers peace of mind to citizens with tower siting concerns while maintaining balanced interactions within the wireless industry. It is our objective to make sure that our clients have the best information to make reasonable, informed, and profitable decisions.

Our expertise includes engineering, communications regulations, land use planning, tower administration and design. CityScape’s goal is to integrate wireless communication towers into communities in a manner that is legally sound and aesthetically pleasing.

### Areas of Specialization

CityScape’s menu of radio frequency engineering and land use planning consulting services include:

CITYSCAPE CONSULTANTS, INC.	
Wireless Application Reviews	Completeness check; state, federal, local code compliance; technical review for public health, welfare and safety
Ordinance Review and Recommendations	Review existing wireless telecommunications regulations; provide policy framework; draft text amendment recommendations
Public Property Site Leasing/Management	Analyze existing leases; negotiate new leases; manage billing; technical and engineering review; market properties; ongoing support to generate most profitability
Wireless Master Planning	Assess existing infrastructure; propagation mapping illustrating wireless gaps; land use strategies for desired communications deployment; solutions and recommendations for robust wireless networks throughout the County

CityScape provides technical information based on factual engineering data related to the necessities in wireless network design. Important in the CityScape program is our expertise and background in wireless communications engineering, legal, and land use planning and zoning disciplines. Our specialized knowledge of the wireless industry can help the County better understand all options relating to wireless siting decisions.

**Compliance and Applicable Law.** A community can be well served if assisted by experts that are specialists in all aspects of wireless communications. One of those disciplines includes our governmental legal expertise. Our office in Washington DC stays current with all the new FCC regulations and applicable decisional law regarding what can and cannot be regulated relative to wireless communications infrastructure. Our main goal is to protect the County's decision process while serving both public and wireless industry needs.

Sufficient knowledge in wireless telecommunications is required to create effective regulations. Without extensive wireless training and experience, simply writing an ordinance that requires collocation or a designated separation between facilities will not be effective. The industry retains their own experts to show how certain restrictions violate their ability for network deployment. Local governments who retain experts can have regulations that are just as effective, comport with Federal and Commonwealth rules and regulate from a public safety perspective.

Following the passage of Section 704 of the 1996 Telecommunications Act "preserving" local government zoning rights over wireless infrastructure, the Federal Communications Commission (FCC) has adopted numerous rulings curtailing local governments' review of wireless infrastructure applications both in scope and time. From declaratory rulings to the Middle-Class Tax Relief & Job Creation of 2012 ("Section 6409") and the FCC's recent 3<sup>rd</sup> Report and Order, "Improving Wireless Facilities Siting Policies," communities are subject to many new specific time and substantive guidelines relating to wireless infrastructure. Regulatory changes are always on the horizon as the wireless industry continues adoption of new technologies and the County's current land use regulations may require updating and revisions to remain consistent with current deployment practices and Federal and Commonwealth regulatory guidelines.

**Radio Frequency Engineering.** A clear understanding of radio frequency (RF) engineering is essential as there is no way to predetermine the necessity of a facility without strong RF propagation experience and training. Variables within a community affects infrastructure development. Examples such as surrounding buildings, population density, vehicular traffic, and terrain within the County are all considered within technical reports. Radio Frequency consulting is the foundation of CityScape's business practices, and we pride ourselves in understanding the needs of the wireless industry and their deployment techniques, which in turn helps local government navigate this specialized field.

**Land Use Planning.** Land use planning strategies are an important aspect of consideration when planning for wireless infrastructure deployment, reviewing applications and creating local regulations. Knowing the location of existing infrastructure balanced with the goals of the locality is the best way to plan for wireless deployment. CityScape's approach minimizes the proliferation of wireless facilities and protects community aesthetics while still allowing for sufficient wireless services throughout the County.

Advancing technologies are having a significant impact upon the economics and aesthetics of many communities and the best results will be achieved through thoughtful planning, effective regulations and experts with RF experience and understanding. CityScape's comprehensive wireless consulting offers the County peace of mind when interacting with the wireless industry.

## 2. PROJECT INFORMATION

### a. Project Manager

*Elizabeth Smith, Government Relations Manager*

*2423 S Orange Ave #317, Orlando, FL 32806*

*Tel: 877-438-2841 Fax: 877-220-4593*

*Elizabeth@cityscapegov.com*

*www.cityscapegov.com*

### b. Form of Organization

*Date of Incorporation (Florida): July 17, 1997*

*FEIN: 65-0774658*

*Number of years in business: 25 years*

*Current six full-time and three part-time personnel*

### c. Key Project Personnel

CityScape professionals have been working exclusively with local government for two decades, bringing more than 125 combined years of experience in assisting governments with assessing the needs of communications facilities. CityScape has completed thousands of wireless reviews, crafted ordinances, and regulations, developed, and implemented numerous wireless master planning projects for communities nationwide. All of our projects, from site application review to master planning, are collaborative efforts between, not only key individuals from our organization but a variety of stakeholders from both organizations, all working together to attain the common goals of your community. CityScape maintains all key disciplines in which a community should consider and require when choosing a wireless consultant: Telecommunications Attorney; RF Engineers; Land Use Planners and key personnel with direct experience in developing and managing wireless telecommunications facilities. Not only has CityScape never lost a challenge, but we have consistently been selected to provide expertise to communities to assist overcoming the adversarial recommendations of others.



**Project team members and relevant experience/expertise.** CityScape does not allow client location to compromise its professional and personal commitment to meet client expectations regardless of location. Each client receives our undivided attention, and each contract is managed personally by the CityScape partners and the following project managers.

**Project personnel listed in Section 4 below.**

**d. Project Personnel - Subconsultant**

None

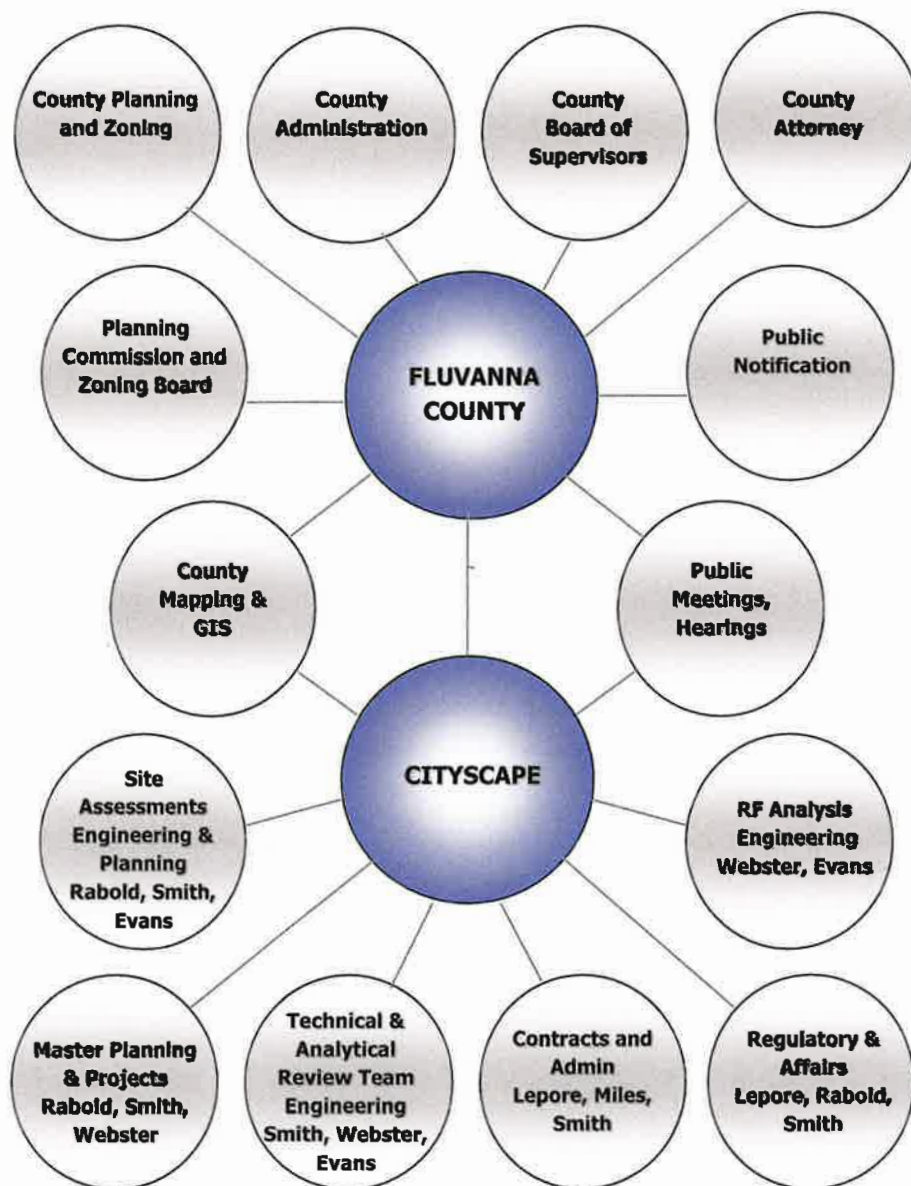
**e. Litigation**

CityScape does not have any past or pending litigation.

**3. ORGANIZATIONAL CHART**

The following project organizational chart reflects our team approach to project management. Every CityScape team member strives to work in partnership with each client to meet all specific goals and expectations of the County.

**Organizational Chart, Functional Discipline and Responsibilities of Project Team Members  
Project Team Experience**



## 4. KEY PROJECT PERSONNEL AND QUALIFICATIONS

### Anthony T. Lepore • President/Regulatory Affairs

Company Tenure: 25 Years. Recent key projects: • City of Pittsfield, MA • County of Wellington, FL • County of Morehead City, NC • City of Sedona, AZ • County of Springdale, UT • City of Coconut Creek, FL • City of Coral Springs, FL • Mount Vernon, NY • City of Worcester, MA • City of Geneva, IL

- As President and co-owner of CityScape Consultants, Inc., Anthony Lepore directs and provides overall consulting guidance and oversight to all local and federal telecommunications regulatory issues. Anthony has more than 30 years' experience specifically within the communications industry and is one of the leading and most knowledgeable authorities in the field of wireless communications. Anthony has an extensive background in wireless communications regulation and is conversant with the applicable federal and state regulations applicable to local government, including the Telecommunications Act of 1996 and all subsequent federal and state regulations and decisions affecting the placement of wireless infrastructure.
- Anthony is primarily located in Washington D.C. where his background and focus has been on matters specifically related to wireless communication regulations and ancillary communication matters, such as FCC licensing and regulatory matters, representing clients engaged in both established and emerging communication technologies, including radio and television broadcasting, tower management services, mobile radio and interactive data services, and communications equipment manufacturers. A graduate of Boston University and Suffolk University Law School, Anthony is well equipped to assist your local community in navigating the various protocols that govern wireless placement, as well as assisting local communities who lease public property for wireless infrastructure.

### Kay Miles • VP/Contracts and Business Administration

Company Tenure: 25 Years. Recent key projects: City of Coconut Creek, FL • City of Coral Springs, FL • West Palm Beach, Florida • Nassau County, FL • San Antonio Housing Authority, Texas

- As Vice President and co-owner of CityScape, Kay has more than 25 years' experience in the broadcasting and wireless telecommunications industries. She spent 10 years working in Orlando, Florida with Susquehanna Broadcasting, Paxson Broadcasting and then Guy Gannett Broadcasting in Miami, Florida where she eventually managed and administered the tower leases for Guy Gannett's owned towers in both Orlando and Miami. Kay naturally progressed into the business of leasing vertical space to broadcast and the wireless industry as the cellular industry began its ascent and need for more communication facilities. Kay ultimately transitioned from private sector to public sector by joining the endeavors of CityScape to provide local government with the necessary guidance and tools for dealing with the wireless industry.
- Kay oversees all non-technical operations at CityScape. Kay is responsible for all business, financial operations, contracts and groundwork for proposals and reports, and is instrumental in the culmination of final work product and plans.
- Kay maintains associations with many of the nation's largest telecommunications enterprises from the cellular and wireless industry to nationally known broadcasters. Kay also maintains working and leasing relationships with government agencies including the Florida Department of Law, the Federal Aviation Administration, Drug Enforcement Administration, NOAA Radio, and the U.S. Marshals Service.

### Elizabeth H. Smith • Governmental Relations and Regulatory Affairs

Company Tenure: 10 Years. Recent key projects: City of Coral Springs, FL • Buckingham County, VA • City of Sedona, AZ • County of Chapel Hill, NC • Nassau County, FL • County of Springdale, UT • City of West Palm Beach, FL • City of Oakland Park, FL • County of Wellington, FL • City of Geneva, IL

- ⇒ Elizabeth Smith provides consultation on wireless regulations and ordinance revisions, wireless application reviews, wireless master planning as well as provide testimony at meetings, workshops, and hearings. Elizabeth serves as liaison for communities, representing local government and assisting in navigating the intricacies of the wireless industry practices. Elizabeth has served as Government Relations Manager over the last nine years with CityScape, working closely with all clients establishing strategies to meet and exceed individualized client goals.
- ⇒ Elizabeth is a University of Central Florida graduate with a bachelor's degree in Marketing/Business Administration. She immediately went into the broadcast industry specializing in radio communications. Elizabeth was an award-winning marketing/communication professional and business owner and comes to CityScape with over 25 years business experience.
- ⇒ Elizabeth will also serve as designated project coordinator and point of contact between the County and CityScape and is well qualified to ensure all requests and communications are coordinated and made in an expedient and efficient manner.

### Susan A. Rabold • Project Manager and Regulatory / Planning

Company Tenure: 21 Years. Recent key projects: • Borough of Matanuska-Susitna • Village of Lake Success, NY • City of Sedona, AZ • County of Chapel Hill, NC • City of Worcester, MA • Nassau County and City of Fernandina Beach, FL • Village of Flower Hill and Plandome, NY • City of Morehead City, NC • City of Coral Springs, FL

- ⇒ Susan Rabold is Project Manager for CityScape and is the lead for all wireless master planning projects and infrastructure assessments and provides consultation on ordinance and application reviews, hearing attendance and wireless workshop presentations. During the past 19 years at CityScape, Susan has assisted many communities nationwide in the drafting and adoption of numerous wireless communications ordinances, assessment of public properties, and the development of comprehensive wireless master plans and navigating the newest small wireless facilities deployment.
- ⇒ Susan has a Bachelor of Science degree in Geography with a concentration in Environmental Studies from the University of North Carolina at Greensboro and has over 25 years of local government planning experience. Susan has presented wireless communications technology trends and solutions at numerous North Carolina and Virginia sponsored American Planning Association conferences, workshops sponsored by the North Carolina Institute of Government, Indiana Association of Cities and Counties, and other various State Municipal Leagues, Attorney Associations and Council of Government functions.
- ⇒ Susan began her planning career as zoning administrator for the City of High Point, North Carolina. Her responsibilities included analysis, reporting and presentation of rezoning, conditional use permit, annexation and text amendment proposals for the Planning and Zoning Commission. After the City of High Point, Susan joined the staff at the City of Greensboro, where she served as the Technical Review Committee Administrator. Responsibilities included review of all sites, subdivision, and group development plans for compliance with watershed protection, flood zoning, landscaping, and other Ordinance development standards. While working for the City of Greensboro, Susan developed a Wireless Communications Development Plan that concentrated on marketing the City's publicly owned properties to the wireless providers, generating more than \$11 million over a twenty-five-year period for the City making Susan well qualified to assist communities with any planning matters.



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**Benjamin Evans • Senior Projects and Lead Engineer / Radio Frequency Engineering**

Company Tenure: 4 Years. Recent key projects: City of West Palm Beach, FL • County of Morrisville, NC • City of New Rochelle, NY • Nash County, NC • Village of Plandome, NY • City of North Andover, MA • City of Pittsfield, MA • Dane County, WI

- Ben Evans is a Communications Engineer and serves as CityScape's senior project engineer on all review related projects, including, engineering analysis for application review, propagation mapping and master planning and RF testimony. Ben is responsible for overseeing all engineering projects including electrical power design, telecommunication and antenna design and wireless facilities.
- After receiving his bachelor's degree from the University of Wisconsin-Madison, Ben worked mainly in communications engineering. In the private sector, Ben has designed hundreds of new communications facilities from the concept, filing federal construction permit applications and certifying facilities for licensing by the Federal Communications Commission. Ben has more than 35 years of RF engineering experience in mobile wireless, propagation theory and mapping, backhaul microwave links, and frequency allocation and signal coverage optimization for radio and television stations.
- Ben currently serves on the Board of Directors of the Association of Federal Communications Consultant Engineers.

## 5. GENERAL METHODOLOGY - PROJECT APPROACH

The services herein are based on the County's request and desire to engage the services of a consultant to provide advice to the County in connection with services related to the installation of wireless telecommunications infrastructure within the County of Fluvanna.

Based on the requested Scope of Services, CityScape can assist the County with comprehensive wireless consulting services as outlined in the RFP in, **1) Expert Application Review for Wireless Communications Facilities; 2) Site Leasing Management, Administration and Marketing; 3) General On-Going Services; 4) Other Services: Wireless Master Planning and Zoning Code Update**

### **1) Expert Application Review for Wireless Telecommunications Facilities**

CityScape will provide expert site application review of all applications submitted for the placement and construction of new, collocations and/or modification upgrades of personal wireless communications facilities to ensure they meet the requirements of the zoning, permissible structure height, safety and aesthetics and compliance with federal guidelines. Our reports include and address the equipment proposed, along with the proposed structural capability and infrastructure capacity; all important factors to consider when reviewing upgrades and modifications. Reviewing all applications is essential in the process to maintain a working knowledge of the number and location of wireless telecommunications facilities in the County and their current and future cumulative impacts to the County.

The County's obligation under Section 704 of the Federal Telecommunications Act of 1996 and subsequent Federal Communications Commission (FCC) numerous rulings is to act upon applications for new wireless communications infrastructure in a prescribed period of time and make decisions that do not unreasonably discriminate among wireless service providers and are reasonably justified under the circumstances. CityScape's process is to evaluate the application compared to the County's Code of Ordinances and applicable development regulations and assure compliance in accordance with the federal and Commonwealth law.

#### **Wireless Review Evaluation Process:**

- 1. Application Materials - Completeness:** Application documents submitted to the County shall be forwarded to CityScape to determine if it is a "complete" application. Based on the County's requirements, CityScape's preference is to receive all required materials via electronic mail, either from the County and/or the petitioner. CityScape proposes the use of a common cloud space for the transfer of large electronic documents to help manage the stringent review timelines and process. Due to shortened timelines and specific allowances of federal and state regulations, it is important that an application should not be deemed complete until CityScape has reviewed the application for content.

Upon receipt of an application submittal package from the County, CityScape will review and evaluate the material for completeness and notify County of any noted deficiencies and any additional materials required to conduct a comprehensive review of the application. CityScape will work with recalcitrant applicants who do not generally volunteer necessary information to ensure that all relevant information is obtained.

2. **Review of Application:** CityScape will review the completed application from a regulatory and technical standpoint to ensure each meets the requirements of the applicable local, state, and federal ordinances, laws, rules, and regulation. CityScape's process is to evaluate the application against the County's Code, WCF and applicable development regulations and assure compliance in accordance with the federal and state statutes. If concerns are found in any submittal, CityScape will offer the County suggestions to resolve the situation. CityScape will work directly with necessary staff to make sure the County is aware of all available options. At the County's request, CityScape will communicate directly with the applicant, receive, and safeguard all submittal documents and provide any material to the County to carry out the County's mandate and enable the most efficient review process. CityScape will keep the County advised of all communication and additional materials requested or received.

**CityScape's evaluations may include, but not limited to:**

- Accuracy and verification of site plan materials and application completeness of submissions;
- Assist County in compliance with applicable timelines for the different types of wireless communication applications;
- Compliance with applicable federal, state, and local structural, safety and RF exposure safety codes;
- Evaluation of site option and /or alternative site options and collocations;
- Compliance with federal and state wireless statutes;
- Compliance with the Telecommunications Act of 1996, Tax Relief and Job Creation Act of 2012, and other applicable federal laws, rules, and regulations, whether now existing or hereafter enacted;
- Evaluation of aesthetic impacts and possible mitigation of, structures, shelters, containers and landscaping or alternative site;
- Evaluation of proposed height of requested facilities, based on capacity or coverage;
- Applicability of analysis techniques and methodologies;
- Validity of conclusions reached;
- Evaluation of FCC Radio Frequency exposure compliance;
- Evaluation of compatibility with Public Safety Communications systems;
- Evaluation of compliance with existing ordinance and regulations (*i.e.*, setbacks, tower separations, ordinance definitions, etc.) within the remaining limits of the shot clock;
- Whether the proposed wireless telecommunications facility complies with the applicable approval criteria set forth in the County's local regulations as best under the rules of the shot clock;
- Determination whether the site's search ring is adequate based on generally accepted engineering principles for intended site;
- Other lawful matters deemed by the County to be relevant to determining whether a proposed wireless telecommunications facility complies with the provisions of the County's regulations.

3. **Generation of Report:** After the initial process and the application is deemed complete CityScape will review and formulate a written report ensuring applicant's compliance with the County's regulations and make a recommendation whether the application should be approved,

disapproved, or held pending further information. CityScape will provide the County a written standardized report summarizing the applicant's request and present its detailed findings. CityScape will provide the report via electronic PDF copy to the County within fifteen business days of having a complete submittal package or sooner as federal or state regulations mandate.

4. **Technical Advisory:** CityScape is aware that some applications may be more complicated and/or contentious than others, and relevant issues may vary from petition to petition. Supplemental review letter(s) to the initial report may be provided as required should the applicant attempt to correct deficiencies (if any) identified in the report.
5. **Expert Testimony.** Upon request and advanced scheduled notice, CityScape will be available for meetings with staff, board and/or to present testimony the technical report and answer questions at any required quasi-judicial public hearings. CityScape can provide these services either in person or via video teleconference.

County shall be ultimately responsible for (a) processing completeness determinations in a timely manner to applicants and (b) adjudicating applications in a timely manner in accordance with applicable state and federal law. While CityScape will endeavor to remind County of applicable timeframes for required actions, it shall not be responsible to ensure County complies with such timeframes and specifically disclaims any responsibility for such compliance.

County will forward any application or materials that are shot clock sensitive within twenty-four hours of receipt to CityScape.

## 2 Site Leasing and Management (Marketing)

The County realizes leasing public property for the purpose of developing wireless infrastructure is very advantageous to the County by creating alternate sources of revenue to support local government operations. Additionally, as landlord, the County has the opportunity to provide precedence for better aesthetics and infrastructure design that often exceeds its abilities as a regulatory entity. The intent of our leasing program is to simplify and streamline the process to make leasing and developing public property for wireless infrastructure an uncomplicated task for the County. CityScape's leasing team works diligently to determine best scenarios and we will use our experience and knowledge of the wireless industry's objectives translating it into and long-term benefits for the County.

### Comprehensive Lease Program

CityScape's Comprehensive Leasing Program provides professional site management and leasing administration to assist the County in maintaining its leasing agreements on existing County-owned facilities, adding new communications tenants to existing locations, and assisting in new development on County-owned property that will enhance and create additional long term and profitable leasing revenue.

CityScape's objective is always to ensure that each new facility approved will be designed for maximum usage for as many wireless service providers as feasible, effectively reducing the total number of towers or support structures needed, while simultaneously maximizing revenue potential. Our tower administrators will work directly with County staff to assure all aspects of the process is well communicated and handled professionally and efficiently.

CityScape will manage, in conjunction with the appropriate County staff, the County's existing agreements in respect to current lease rates, agreement improvements, identification of any lease discrepancies and proposals for improving overall existing leases.

CityScape will assist the County with existing working protocols to allow for clear and concise procedures when dealing with lease negotiations, modifications, and upgrades. CityScape's goal will be to find ways to streamline and improve the existing leasing process, from coordination of initial site walk, leasing negotiations, lease routing and execution and necessary administrative approvals. CityScape can provide design and implementation recommendations of all future wireless facilities to be located on County-owned properties.

**CityScape's "Comprehensive Consulting Leasing Management" Program consists of the following:**

**Document Analysis and Organization**

1. Compile all pertinent documents related to all county-owned communications towers. Documents can include, but are not limited to, leases, amendments, site plans, engineering drawings, permits, regulatory paperwork, structural analyses and mappings, correspondence, copies of payments as necessary (checks), and any other pertinent documents.
2. Organize and maintain copies of existing documentation via digital media.
3. Analyze existing leasing conditions including revenue and site potential.

**Management and Administration**

1. Establish and maintain a complete inventory of all users of the existing County-owned sites including providers, equipment, frequencies, antennas, lines, and location on site. The inventory can be updated as necessary to reflect future deployment on County properties.
2. Evaluate the existing site lease agreements to verify providers have built the site as indicated on their current submitted site plans and construction drawings (as new modifications come in).
3. Develop a process by which to take requests for new collocations/ modifications/ upgrades from tenants. This would include development of a uniform application, arrange for structural analyses to be completed by potential tenants, review of drawings, and providing direction for permitting or other approvals that may be necessary.
4. Review all provider requests on County-owned properties to ensure maximum revenue for the County. Often times providers may claim a simple antenna swap but with our technical expertise, CityScape identifies many situations that enable the ability for potential rent increases.
5. Negotiate new and renewal contracts. Coordinate installations or modification activities with appropriate County staff and tenants, drafting amendments to leases agreements, mediation of any disagreements among tenants, handling of any ancillary matters of tower compliance with all local standards and conformance to existing other relevant standards and Good Engineering Practices.
6. Applicable reviews and negotiations will occur in conjunction with County staff and the County's Attorney, and it is CityScape's intent to maximize return and reduce liability to the County. CityScape will determine and propose the best business transactions of each potential request and make recommendation to County staff and Counsel.
7. CityScape will facilitate the necessary steps between County staff and the proposed tenant to keep the lease process moving towards a final executable contract/amendment.
8. Ensure that any agreement paperwork, amendments, modifications, etc., are maintained, and up to date, in digital format.

9. Draft or update for County's review and acceptance, the uniform Lease Agreement that is used as a base agreement for all new tenant contracts and whenever feasible, the conversion of renewal agreements if applicable. CityScape will work with County staff to refine and finalize an approved lease agreement.
10. CityScape shall serve as exclusive site manager to solicit, market and secure contracts for prospective new tenants on County-owned properties. The primary responsibility of the site manager shall be to establish, manage, and maintain the tenant contracts and their related equipment in such a manner that will yield the highest net revenues to County on a long-term basis.
11. Draft and submit to County annually, an analysis of the capacity and potential revenue of the existing sites, including an analysis of the rate structure and contractual agreements (term of contracts, rates, escalators, etc.) in report form with recommendations for improvements.
12. CityScape shall be responsible for submitting applicable invoices to tenants in connection with their operations on the County-owned sites and for the collection of accounts, including any delinquent accounts. CityScape shall remit to the County, on a monthly basis, or any other timetable as determined by County, the amount due to County all rents, fees, and other amounts collected (less sales tax, if applicable), together with a monthly report including a statement of account detailing all transactions, and showing all amounts collected and all amounts uncollected from Tenants. (The County will notify any existing Tenants at the sites in writing that CityScape has been appointed Site Manager with authority to manage the sites on behalf of County).
13. Conduct a site visit (assessment) of each facility, create an inventory and provide summary catalog to the County. This will be updated as necessary to be determined annually.
14. CityScape will coordinate a standing monthly video/teleconference (i.e. Zoom, or MS Teams) meeting with County Staff to discuss all current wireless activities in process.

### Marketing Services

Marketing Services is a part of the Leasing Program and CityScape can actively pursue new customers for the County-owned facilities, including negotiate future tenant leases. CityScape is knowledgeable in vertical real estate of leasing tower space and all matters related to Telecommunications Facilities and commercial leasing. CityScape is familiar with the Commonwealth of Virginia and maintains relevant local knowledge. Section (ii) is not applicable to CityScape's leasing program.

### 3 General On-going Services

As comprehensive consultant to the County CityScape would be available to the County on matter relating to Wireless Telecommunications throughout the County. CityScape would assist the County with the following as needed:

- Regulatory and engineering consultant to all departments of the County.
- Provide performance reports or presentations as requested.
- Provide engineering assistance as needed for any issues related to interference, power loss or reduction, safety risk etc.
- Assist and offer solutions as it relates to FCC or FAA matters, tower compliance with applicable law
- Review compliance as needed to TIA/EIA standards and good engineering practices, tower lighting (FAA lighting notification), structural analysis (tower loading evaluations), and RF emissions.
- Support and/or provide advice to the County Building Official, as necessary.
- Attending meetings of the Board or staff from time to time as requested with advance notification.

## 4 Other Services

### Master Plan Update and County Code Updates

The County's Telecommunications Master Plan (Plan) was completed by CityScape in 2011. All of CityScape's Plans should be updated every ten years to accommodate all new towers, base stations, and collocations. The Master Plan is a planning tool designed to create a seamless transition of wireless deployment for the County and the wireless industry and to be used as a public-sector marketing plan for the County-owned properties for potential wireless facilities. An update will continue to lay the foundation for seamless operability and preparedness for the next ten years while allowing the County to remain proactive in their approach for wireless deployment.

The maps included in the Plan will visually identify underserved areas in need of immediate wireless services. This information is used to proactively plan for future wireless infrastructure in these gap areas and is a prelude to CityScape's zoning recommendations to promote efficient network deployment practices, meeting the County's land use goals pertaining to wireless infrastructure. An essential goal will be to support reliable wireless telecommunications services in an aesthetically pleasing manner.

CityScape will perform a comprehensive regulatory review of the County's existing zoning policies compared to the current Code of Federal Regulation and Commonwealth of Virginia statutes and make recommendations to meet the County's land use goals for the industry within the legal framework of the Federal and State regulations.

Project deliverables shall include:

- Wireless inventory and simulated propagation maps that showcase gaps in coverage for wireless communication deployment trends.
- Shape map file and an inventory catalog providing all significant information from each assessed facility.
- Recommendation of policy updates based on the County's goals and objectives consistent with legal parameters in Federal and State requirements.

### TASK 1: Preliminary Research and Project Initiation

**A. Preliminary Research** – This task includes extensive research and acquisition of data for fieldwork for the assessments of existing wireless facilities. Information regarding all macro and small wireless facilities consisting of towers and base stations will be gathered from a variety of sources including but not limited to, actual data and permits obtained from the County, research of FCC registered site locations, direct information from existing service providers and tower owners active in the County, and the County's GIS (if available). CityScape will request, review and compile all documentation and gather relevant information prior to scheduling the wireless facility assessments. Additionally, extensive research of the community is conducted at this time including characteristics of the community, population density, trends of the community, seasonal variables, zoning districts, historic areas or any other relevant information for an abundant working knowledge of the County.

**Bi-Weekly Project Updates** - CityScape can coordinate and establish a regularly scheduled call between all internal designated personnel to aid in maintaining project timelines and goals throughout the process. An initial conference call will be scheduled for all parties to establish project goals and expectations of the County that will facilitate the workflow and timeline requirements. During this call, preliminary data needed from the County will be identified. CityScape will gather information concerning local wireless issues, policies, priorities, agency interactions, opportunities and begin to establish the process for the project with assistance from pertinent staff and stakeholders.

**ESRI GIS Database** – CityScape will create an initial GIS database from all gathered known and potential wireless facility sites. From the initial database an action plan will be created for assessments of all wireless facilities.

**B. Project Initiation Meeting** – CityScape will provide a presentation and overview of the project goals, timelines, and expectations.<sup>1</sup>

The project initiation meeting will allow for coordination with the County’s participants and a discussion on spectrum, coverage, and the introduction of the project. During the project initiation meeting, a common understanding of the project goals, objectives, and vision will be established, and any other pertinent items best understood through a close working relationship between our respective management teams and staffs.

This meeting will include but is not limited to:

- Introduction to the assessment and mapping process;
- Overview of the pertinent state and federal regulations;
- Overview of wireless network design and deployment practices utilized by the wireless communications industry;
- Overview of concepts behind wireless facilities planning and zoning;
- An introduction to a working vocabulary;
- A basic but thorough understanding of the technical aspects of the project will provide decision-makers with the background necessary to ensure the development of effective and legally defensible regulations.

## **TASK 2: Infrastructure Assessments**

**A. Infrastructure Assessments** - CityScape will assess all wireless antenna, towers, and base stations in the County. The fieldwork consists of visiting every site in the created GIS database as well as finding unknown facilities that are not in the database. The assessment process is a detailed and critical step as it creates a full overview of the wireless deployment patterns in the County and allows for familiarity with the community. All pertinent facility information will be gathered including but not limited to the following:

- Location of facility
- Service providers on the tower or base station
- Antenna type, height
- Facility ownership
- Type of facility
- Any notable information
- Pictures of facility for inventory catalog

All collected information is used to comprehend the wireless deployment pattern, the types of infrastructure and network functionality. This task establishes the foundation for all future work, and CityScape will gather sufficient information necessary to accurately document the wireless conditions throughout the County.

## **TASK 3: Inventory Catalog**

**A. Assessment Data Review** – CityScape will review all data and inventory information recorded in the assessment process, cross reference, sort and reconcile all information collected to begin creating a master wireless infrastructure catalog.

<sup>1</sup> Project initiation meeting to be held in conjunction with the infrastructure assessments.



**B. Wireless Infrastructure Inventory Catalog Draft** – CityScape will prepare and draft an initial inventory catalog of all existing wireless facilities. The inventory of existing antenna sites will include photograph; identification by latitude and longitude coordinates, street address; tower ownership; type of infrastructure; wireless services provided at each location; and any pertinent observations of the site. All existing and proposed facilities will be depicted in a digital inventory catalog format, an Excel listing, and GIS shapefile.

#### **TASK 4: Engineering, Mapping and Analysis**

**A. Inventory Mapping**– From all the assessed, reconciled and gathered data, a total of five (5) inventory maps will be generated as follows:

1. Overall base map of all facilities within the project study area;
2. Existing facilities by Structure Type (towers/base stations);
3. Existing personal wireless service facilities (PWSF) by Antenna Type (macro/small wireless facilities);
4. Existing facilities by Location (private property, public property, utility easement, ROW);
5. Existing facilities by Design Type (concealed, non-concealed or semi-concealed).

**B. Engineering Study and Mapping**– Once all inventory has been assembled and confirmed by both CityScape and the County, a total of four (4) study maps will be generated as follows:

1. Mid band frequency propagation map showing estimated coverage from all existing and approved but not constructed PWSF sites in the County and within a one-mile buffer;
2. Map showcasing population density with existing PWSF inventory overlay;
3. Map showcasing land uses;
4. Map representing capacity gaps in wireless services.
5. Suggested fill-in sites to complete network coverage throughout the County.

**C. Public Meeting/Workshop** – CityScape will present at a meeting, facilitated by County staff, the draft inventory catalog, inventory mapping, and an overview of the observations and wireless developments within the County to include the engineering study maps indicating gaps in wireless services.

#### **TASK 5: Comprehensive Regulatory Review, Recommendation and Final Text Amendments**

**A. Review Existing Zoning Text Amendments and Processes** – The Wireless Propagation Study and Regulatory Review work effectively together. Mapping wireless network gaps allows for a clear picture of the wireless needs of the County while updating relative development standards offers a specific guideline for the wireless industry. Sufficient knowledge of existing deployment patterns along with future wireless projections is critical in wireless network forecasting and provides essential guidance for effective text amendments. Updated standards considerations include concealment options for facilities, hierarchy of preferences, cross-reference review to other zoning criteria, permitted use charts, definitions, underlying zoning land use development standards or overlay districts as well as Federal and Commonwealth mandates. Updated code is necessary in ensuring historic preservation, aesthetic design goals and any other concerns of the County.

CityScape will complete a comprehensive review of the County’s Personal Wireless Service Facilities Regulations and Process, with particular attention to:

- Compliance with mandated Commonwealth and Federal regulations;

- Strengths and weaknesses of the existing zoning regulations;
- Strategies to control and prioritize the location and height of new facilities;
- Strategies to protect the aesthetics in local and National Register historic districts;
- Reduce the visual impact of new facilities;
- Explore solutions for concealed facilities and design guidelines;
- Effectiveness of the intent of the zoning regulations and process.

**B. Public Meeting/Workshop** – Public meeting regarding Ordinance recommendations with Planning Commission/Board of Supervisors.

**C. Draft and Final Text Amendment** – CityScape will draft proposed text amendments and provide a redline version with comments for initial discussion with County staff. CityScape will review County redline and comments and provide a modified draft version for the County to review. CityScape will then work with the County to distribute the draft amendments to wireless industry contacts. Working with the wireless industry allows the County to finesse the code to streamline processes and guide the desires of the County in a clear and concise manner. If necessary, a virtual conference will be set up with the industry to further discuss potential issues to ensure a more seamless adoption process. CityScape along with the County will go through all the wireless industry comments and work through an additional redline with the County. A final draft will be prepared and presented for public review and comment. During the Study process concerns and comments are typically already addressed during the initial drafting of the code. After allowing for and considering public comment a final draft will be prepared and presented for adoption. CityScape anticipates up to five (5) virtual conferences during the drafting of the code.

#### **TASK 6: Propagation and Mapping Study**

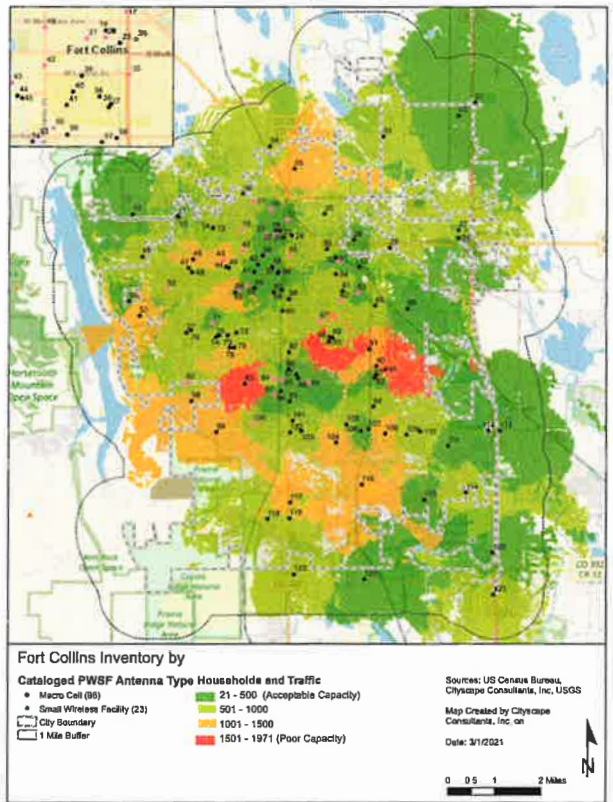
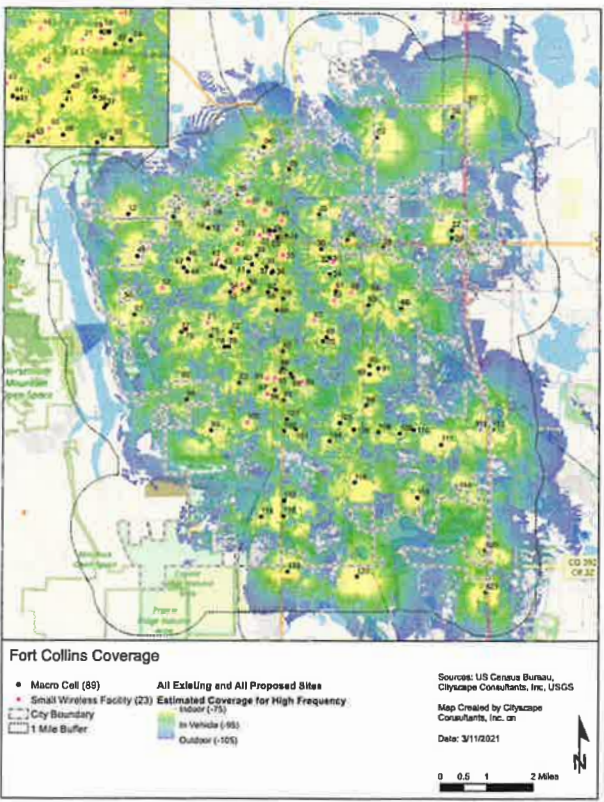
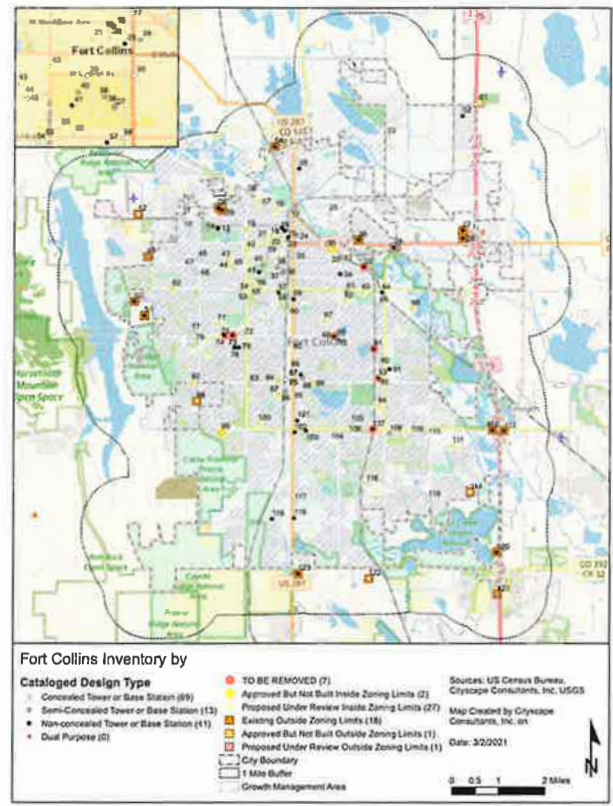
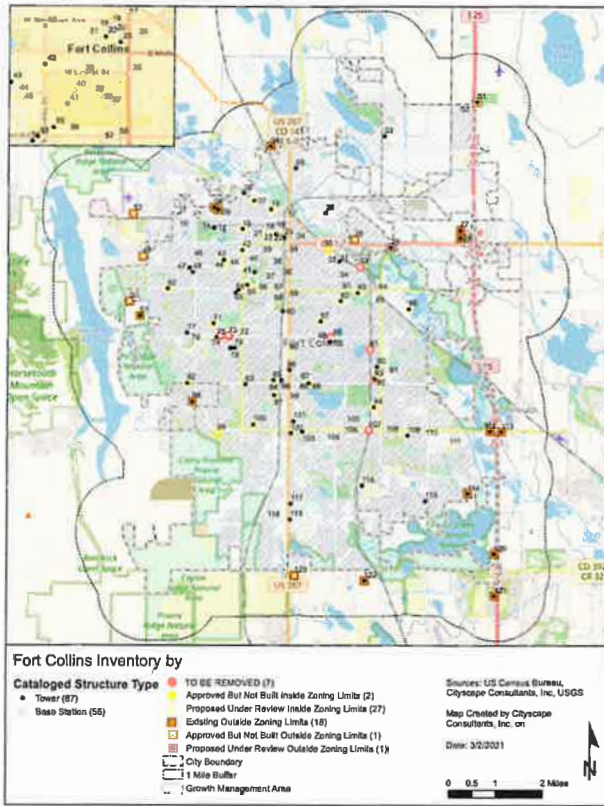
**A. Analysis**- All data and maps will be combined into a comprehensive draft document including all propagation and mapping studies. This general analysis will include:

- County characteristics and demographics;
- County goals and preferences;
- Five (5) inventory maps with analysis;
- Four (4) engineering maps with analysis of population and population density trends;
- Engineering analysis and projections of the next phase of wireless development throughout the County;
- Mapping and data included in the Study will be provided in ESRI GIS compatible format.

#### **TASK 7: Project Completion**

**A. Finalized documents** – CityScape will finalize the Study to address any previous approved revisions and submit a final report. CityScape will submit the final Study in electronic digital format, along with all project deliverables (i.e. final maps and data tables).

**B. Meeting/Workshop** – CityScape will present at a meeting, facilitated by County staff, a combined onsite meeting with County stakeholders to present the final Wireless Propagation Study.



Sample Wireless Master Plan Maps

## 6. REPRESENTATIVE PROJECTS

### a. Comparable Consulting Clients

CityScape works successfully with many similar communities on comparable consulting, planning projects and wireless facility application review for permitting purposes. **CityScape is proud to have tenure of working exclusively with local government entities providing timely and unbiased information and recommendations to many long-term clients.** CityScape currently provides telecommunications consulting services for many communities in the states of Alaska, Arizona, California, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Iowa, Kansas, New York, North Carolina, Tennessee, Texas, Utah, Virginia, Washington, Wisconsin, and Wyoming. We have worked with communities with populations from 1,300 to over 1 million and sizes 1.8 square miles to 25,250 square miles. Below is a list of past/current clients:

Matanuska-Susitna Borough, Alaska	Pompey, New York
Homer, Alaska	Sag Harbor, New York
Juneau, Alaska	Southold, New York
Sedona, Arizona	County of Florida, New York
Fort Collins, Colorado	County of East Hampton, New York
Grand Junction/Mesa County, Colorado	Village of East Hampton, New York
Brevard County, Florida	Northern Westchester County, New York
Coconut Creek, Florida	Angier, North Carolina
Coral Springs, Florida	Chapel Hill, North Carolina
Davie, Florida	Dallas, North Carolina
Margate, Florida	Granville County, North Carolina
Nassau County, Florida	Harnett County, North Carolina
Oakland Park, Florida	Johnston County, North Carolina
Palm Coast, Florida	Lillington, North Carolina
Wellington, Florida	Morrisville, North Carolina
West Palm Beach, Florida	Nash County, North Carolina
Cobb County, Georgia	Perquimans County, North Carolina
Forsyth County, Georgia	Rowan County, North Carolina
Gwinnett County, Georgia	Sanford/Lee County, North Carolina
Habersham, Georgia	Wendell, North Carolina
Pooler, Georgia	Wilkes County, North Carolina
Savannah/Chatham County, Metropolitan Planning Commission, GA	Wilsonville, Oregon
Stephens County, Georgia	San Antonio Housing Authority, Texas
Elgin, Illinois	Amherst County, Virginia
Geneva, Illinois	Bedford County, Virginia
Berkshires, Massachusetts	Buckingham County, Virginia
Pittsfield, Massachusetts	Campbell County, Virginia
Worcester, Massachusetts	Chesapeake, Virginia
Amherst, New York	Town of Charlotte Courthouse, Virginia
Bedford, New York	Mecklenburg, Virginia
Fishkill, New York	Roanoke, Virginia
Flower Hill, New York	Warrenton, Virginia
Mill Neck, New York	Seatac, Washington
Monroe, New York	Olympia, Washington
Mount Vernon, New York	Sammamish, Washington
New Rochelle, New York	Dane County, Wisconsin
North Hempstead, New York	Mishicot, Wisconsin
Oyster Bay Cove, New York	Teton, Wyoming
Plandome, New York	Rock Creek National Park, D.C.

## b. Similar Projects

### Village of Mishicot, Wisconsin (Geographic Area 2.57 sq. mi.)

#### The Challenge

The Village of Mishicot is a quaint little village of approximately 1,400 people located on the beautiful landscape of Manitowoc County, in East Central Wisconsin. The Village has a rich history, amongst a quiet and relaxed atmosphere. The Village experienced a need for wireless infrastructure that quickly became controversial.



#### The Solution

The Village of Mishicot hired CityScape Consultants to develop their wireless telecommunication ordinance along with a hierarchy of design criteria so future towers are more aesthetically pleasing. CityScape's wireless application review process ensures the safety of infrastructure along with maximizing the use of each infrastructure. Additionally CityScape assists the Village in identifying and leasing public owned land for the placement of towers to increase revenues coming into the Village.

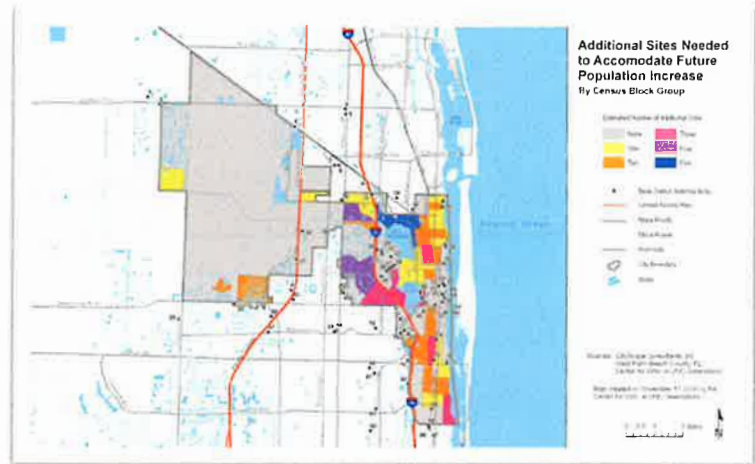
#### Key Outcomes

The Village gave the industry a clear direction to follow allowing for an easier deployment pattern while protecting the aesthetics of the community. Continued review by CityScape Consultants of all new tower and collocation permit requests assures compliance with established policies and development guidelines, maximizing infrastructure and minimizing the proliferation of wireless towers. The Village has seen significant revenue coming to the Village from owning and leasing wireless facilities within the Village.

## City of West Palm Beach, Florida (Geographic Area 58.2 sq. mi.)

### The Challenge

The City of West Palm Beach is a coastal city with rural and urban characteristics. The western half of the City is rural with less than 1,000 people per square mile and the eastern half is urban with residential densities of 10,000 people per square mile. The City experienced tremendous wireless telecommunications growth in recent years and identified 494 City-owned properties, which they wanted evaluated for best possible use by the industry for new wireless telecommunications infrastructure.



### The Solution

Utilizing Cityscape's master planning process, evaluate the 494 City-owned properties for the best possible use by the wireless telecommunications industry. The Master Plan includes identifying the location of all existing antenna facilities and their corresponding signal coverage conditions; comparing this information to the locations of projected future facility locations deemed necessary utilizing land planning and existing public policy; followed by a series of evaluations founded on land use principles and engineering practices to determine which of the 494 properties will yield the highest and best opportunities for the City.

### Key Outcomes

The City provided CityScape a list of 494 City-owned properties as potential locations for new wireless telecommunications infrastructure. From this site listing CityScape identified over one hundred (100) properties to assess as potential sites. CityScape drove to each site and evaluated the possibilities for each of these properties. Many properties were eliminated for one of the follow reasons:

1. The lot size is too small; or
2. The existing land use occupies the majority of the property and there is no space remaining for a tower location; or
3. The existing tower is not appropriate considering the proximity of adjacent land uses; or
4. There is an existing tower or rooftop location that could provide an antenna attachment or collocation opportunity thereby eliminating the need to have a new tower in the vicinity; or
5. Multiple lots of record are available and CityScape selected the one lot that best meets industry standards; or
6. Staff and community members did not think the City-owned land was appropriate for wireless infrastructure; or
7. Deed restrictions would not permit wireless telecommunication facilities.

A total of twenty-five (25) locations were identified that match the future service needs of the wireless industry. To date the master plan has continued to remain current and up to date with continued application process and oversight, keeping the plan fluid and relevant for many more years to come.

## Metropolitan Planning Commission-Chatham County and City of Savannah, Georgia (Geographic Area 632 sq. mi.)

### The Challenge

The Metropolitan Planning Commission (MPC) is a joint planning agency for the City of Savannah and Chatham County. The City of Savannah is the oldest City in the state of Georgia; is located on the Atlantic Ocean and known for its history and architecture. Prior to 2007, wireless telecommunication facilities were installed on a need basis and economic necessity. Design elements were rarely considered. CityScape was hired by the MPC to address the following goals and objectives relative to future wireless network deployment:

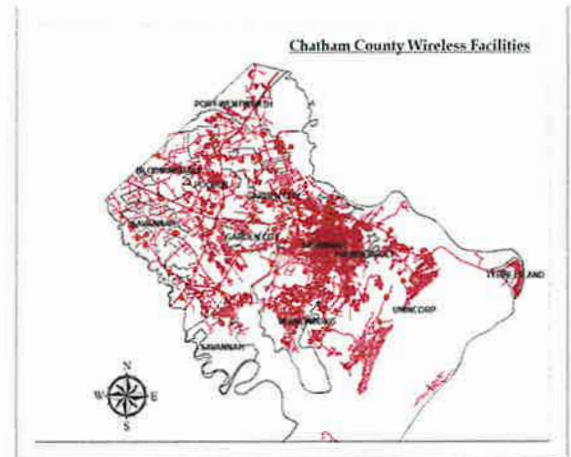
1. To ensure the protection of the health and safety of the public with the development of wireless communication facilities.
2. To protect the public interest, property value and neighborhood harmony with the development of wireless communication facilities.
3. Promote land use efficiency with the collocation of wireless communication facilities to existing structures.
4. To preserve the scenic view sheds and corridors listed in the MPC's 2013 Comprehensive Plan with the development of wireless communication facilities.
5. Amend the current public policies on wireless telecommunications deployment practices to address the community's aesthetic concerns.

### The Solution

Through collaboration with the MPC and industry stakeholders, CityScape developed a hierarchy of design criteria so future towers are less visually obtrusive. CityScape assessed 147 existing tower locations for future collocation possibilities, at a time in American wireless telecommunication deployment practices, when collocation was not a favorable option by the industry.

### Key Outcomes

- Review and revisions of existing ordinances and codes relative to wireless telecommunications deployment;
- Development of a comprehensive telecommunications network for the MPC;
- Continued review by CityScape Consultants of all new tower and collocation permit request to assure compliance with established policies and development guidelines.



### Pre-Ordinance Facilities



### Post-Ordinance Facilities



### c. References

CityScape's past performance on projects is delivered in a manner that exceeds expectations as it relates to on time and on budget. Quality of work and ability to meet timelines and deliverables are second to none. Below are three (3) client references that are currently managed by the CityScape team herein and are similar to the requested services by the County.

**1. Nassau County, Florida**

Services provided: Wireless Application Reviews; Lease Administration; Site Assessments and Wireless Master Planning

Current contract since 2017

Contact Name/Title: Andrew Prokopiak, Planner I

Tel/Email: 904-530-6300; aprokopiak@nassaucountyfl.com

**2. Harnett County, NC**

Services provided: Wireless Application Reviews

Current contract since 2002

Contact Name/Title: Jay Sikes, Assistant Development Services Director/Manager of Planning Services

Tel/Email: 910-893-7525; jsikes@harnett.org

**3. Coral Springs, Florida**

Services provided: Wireless Master Plan Study and Wireless Application Reviews, Leasing Administration and Management

Current contract since 2017

Contact Name/Title: Julie Krolak, Director of Developmental Services

Tel/Email: 954-344-1100, jkrolak@coralsprings.org

#### Virginia Client Projects in the last two years:

**1. Chesapeake, Virginia**

Services provided: Wireless Application Reviews; Lease Administration; Site Assessments and Wireless Master Planning

Current contract since 2010

Contact Name/Title: Frank Allgood

Tel/Email: 757-382-6694; fallgood@cityofchesapeake.net

**2. Buckingham, Virginia**

Services provided: Master Planning; Wireless Application Review

Current contract since 2010

Contact Name/Title: Nicci Edmondston

Tel/Email: 434-969-4242; nedmondston@buckinghamcounty.virginia.gov

**3. County of Mecklenburg, Virginia**

Services provided: Wireless Application Review

Current contract since 2016

Contact Name/Title: Robert Hendrick

Tel/Email: 434-738-6191; robert.hendrick@mecklenburgva.com



**Experience with Fluvanna County.** CityScape has consulted with the County 2010 – 2016; and most recently in 2022. CityScape assisted the County in the development of its Wireless Telecommunications Facilities Master Plan in 2011. CityScape has completed approximately 44 reviews since 2010 for the County (7 new tower requests, 6 collocation requests and 31 modification and facility upgrades). CityScape remains very conversant with the surrounding areas and maintains knowledgeable and working relationships with the wireless service providers nationwide. We have been successful in creating or mitigating many sites for communities in which a site may be necessary but of concern to local residents.

Additional references and/or relevant project information is available upon request.

## 7. EFFECTIVE CONTROLS

**Quality Assurance/Quality Control Plan.** CityScape's project team and key individuals have been working together for more than twenty-five years. All projects are collaborative efforts, not only key individuals from CityScape, but includes a variety of stakeholders from both organizations working together to attain the common goals outlined in the various aspects of any wireless project, from application review to master planning. CityScape goes above and beyond in meeting time deadlines and schedules for each community's goals and objectives. CityScape specializes in project administration and offers a point of contact for every project offering consistent management and response.

**Team Collaboration and Availability.** Personnel availability and commitment will be forefront to the County. The proposed Scope of Work will be completed and performed under the direction of the team members outlined in this proposal. Additionally, Elizabeth Smith will serve as liaison and point of contact (POC) to the County. CityScape's POC will provide a response for receipt of the County's request within 24 hours and provide a notification of status regarding the County's request. Susan Rabold serves as Project Manager for special wireless projects. Both Elizabeth and Susan have a talent for the details and provides quality control oversight and project management.

**Cost Control and Reducing Costs.** CityScape's methodology is to provide consulting services to local government at a fair and most efficient cost method. A set fee is utilized so that there are never any surprises or additional fees associated with any applications, additionally CityScape will propose fixed quote costs on any on-going consulting related projects requested by the County whenever feasible.

CityScape will maintain its fees at a set rate so that the County is always aware what the fees are, and CityScape will modify fees structures related to any state limitations if applicable.

**Documentation, Tracking and Reporting System.** CityScape maintains electronic records for all documents submitted with the wireless site applications. Additionally, CityScape maintains a tracking system of all applications by site and service provider ensuring the facility is maintained and built-in accordance to the documents submitted.

**Affirmative Action Policy:** It is the policy of Cityscape Consultants, Inc. to provide equal employment opportunities without regard to race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation, genetic information, or any other protected characteristic under applicable law. This policy relates to all phases of employment, including, but not limited to, recruiting, employment, placement, promotion, transfer, demotion, reduction of workforce and termination, rates of pay or other forms of compensation, selection for training, the use of all facilities, and participation in all company-sponsored employee activities. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity or age limitations will be adhered to by the company where appropriate.

As part of the company's equal employment opportunity policy, Cityscape Consultants, Inc. will also take affirmative action as called for by applicable laws and Executive Orders to ensure that minority group individuals, females, disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and qualified disabled persons are introduced into our workforce and considered for promotional opportunities.

Employees and applicants shall not be subjected to harassment, intimidation or any type of retaliation because they have (1) filed a complaint; (2) assisted or participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, State or local law requiring equal employment opportunity; (3) opposed any act or practice made unlawful by any federal, State or local law requiring equal opportunity; or (4) exercised any other legal right protected by federal, State or local law requiring equal opportunity.

The above-mentioned policies shall be periodically brought to the attention of supervisors and shall be appropriately administered. It is the responsibility of each supervisor of the company to ensure affirmative implementation of these policies to avoid any discrimination in employment. All employees are expected to recognize these policies and cooperate with their implementation. Violation of these policies is a disciplinary offense.

The Affirmative Action Officer has been assigned to direct the establishment and monitor the implementation of personnel procedures to guide our affirmative action program throughout Cityscape Consultants, Inc. A notice explaining the company's policy will remain posted.

**No Pricing**

Cost of Services is not requested or included in this response, however, to finalize a proposal to include fees, specifically for services related to Section 2, 3 and 4 further details will be required.

## APPENDIX

**CERTIFICATION OF NO COLLUSION**

The undersigned, acting on behalf of CityScape Consultants, Inc., 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 1st day of November, 2022.

**Complete if Bidder is an Entity:**

WITNESS the following duly authorized signature and seal:

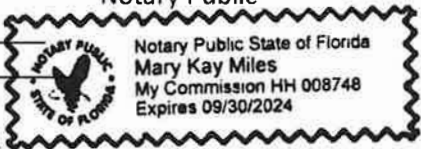
Name of Entity: CityScape Consultants, Inc.  
By: [Signature] (SEAL)  
Signature  
Print Name: Anthony T. Lepore  
Print Title: Pres.

STATE OF Florida  
COUNTY/CITY OF Orange/Orlando, to-wit:

The foregoing instrument was acknowledged before me this 1st day of Novembr (month), 2022 (year) by Anthony T. Lepore (Print Name), Pres. (Print Title) on behalf of CityScape Consultants, Inc. (Name of Entity).

[Signature] [SEAL]  
Notary Public

My commission expires: \_\_\_\_\_  
Notary registration number: \_\_\_\_\_



**Complete if Bidder is a Sole Proprietor:**

Witness the following signature and seal:

\_\_\_\_\_  
Signature (SEAL)  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year) by \_\_\_\_\_ (Print Name), a sole proprietor.

\_\_\_\_\_  
Notary Public [SEAL]

My commission expires: \_\_\_\_\_  
Notary registration number: \_\_\_\_\_

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]**

**OFFEROR STATEMENT**

The undersigned Bidder/Offeror (hereinafter "Bidder") hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid or Request for Proposals and hereby submits this bid/proposal pursuant to such instructions, plans, conditions, specifications and other documents or items. By submitting a bid/proposal, the Bidder covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information; Certifies and warrants that the Bidder is properly licensed to provide the goods/services specified in the Request for Proposal and has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia. If an Bidder shall fail to obtain the required license prior to submission of his proposal, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered; Bidder further agrees that conditions herein have been carefully read and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this proposal is accepted, to furnish all services agreed upon in strict accordance with the contract.

**Complete if Bidder is an Entity:** WITNESS the following duly authorized signature and seal:

Name of Entity: CityScape Consultants, Inc.

By:  (SEAL)

Signature  
Print Name: Anthony T. Lepore Print

Title: Pres.

STATE OF Florida  
COUNTY/CITY OF Orange/Orlando, to-wit:

The foregoing instrument was acknowledged before me this 1st day of November (month),  
2022 (year) by Anthony T. Lepore (Print Name),  
Pres. (Print Title) on behalf of CityScape Consultants, Inc. (Name of Entity).



Notary Public

My commission expires: \_\_\_\_\_

Notary registration number: \_\_\_\_\_



**Complete if Bidder is a Sole Proprietor:** Witness the following signature and seal:

\_\_\_\_\_  
(SEAL)

Signature

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ (month),  
\_\_\_\_\_(year) by \_\_\_\_\_ (Print Name), a sole proprietor.

\_\_\_\_\_  
[SEAL]

Notary Public

My commission expires: \_\_\_\_\_

Notary registration number: \_\_\_\_\_

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]**

**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.

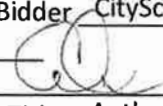
Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

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 F1822255.

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) CityScape Consultants, Inc.  
Legal Name of Offeror/Bidder CityScape Consultants, Inc.  
Date 11/1/2022  
Authorized Signature   
Print or Type Name and Title Anthony T. Lepore, Pres

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]**

### 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:     Kay Miles     Phone:     877-438-2851    

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

    25+     Years            Months

4. Vendor Information:

FIN or FEI Number:     65-0774658     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: City of Chesapeake	Contact: Frank Allgood
Phone: 757-382-6694	Email: fallgood@cityofchesapeake.net
Dates of Service: Existing contract since 2010	\$\$ Value: Varies based on Services

Company: Couth of Mecklenburg	Contact: Robert Hendrick
Phone: 434-738-6191	Email: Robert.Hendrick@mecklenburgva.com
Dates of Service: Existing contract since 2016	\$\$ Value: Varies based on services

Company: Village of Mishicot	Contact: Kathy Reissmann
Phone: 920-755-2525	Email: Clerk@vi.mishicot.wi.gov
Dates of Service: Existing contract since 2012	\$\$ Value: Varies based on services

Company: City of Coconut Creek	Contact: Scott Stoudenmire
Phone: 954-973-6756	Email: sstoudenmire@coconutcreek.net
Dates of Service: Existing contract since 1998	\$\$ Value: Varies based on services

I certify the accuracy of this information.

Signed:  Title:     VP/Business Manager    

Date:     11/1/2022    

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]**



# Proposed Scope of Services for Fluvanna County

April 20, 2023

## **PROJECT SERVICES AND FEES**

CityScape shall consult and advise the County Manager, elected and appointed officials, the County Attorney, County's administrative staff, and the heads of the respective County Departments, as directed whose functions are relevant to the implementation of wireless facilities throughout or within Fluvanna County.

Services and Fees Include:

- I. Third Party Expert Application Review
- II. Site Leasing Consulting
- III. Wireless Infrastructure Inventory
- IV. Wireless Master Plan Mapping
- V. Zoning Ordinance Update
- VI. Public Workshops

## I. Third Party Expert Application Review

CityScope shall perform independent technical reviews of individual wireless communications facility site application requests on behalf of the County and render a technical opinion to the County concerning such application. Each review will apply the parameters of the County’s wireless ordinance and shall require the applicant to reimburse County for the expense of the review.

### Fees for Review of Wireless Applications

Task	Description	Timeline	Fee
Application Review	Third party review of wireless communication facility applications for new and modification of existing facilities.	Up to 3 weeks	*No cost to County - Applicant Paid – see fee chart

**\*All fees are paid for by the Applicant through the County’s application and review process and therefore there is no out of pocket expense to the County.**

Review Fees are same for wireless facilities on county-owned or private owned property.

Review fees listed below are inclusive and fixed project fees with no additional or hidden costs and no “escrow” account. The fee includes an initial review for “technical completeness,” evaluation of the application and subsequent follow-up reviews on same application. Once an application is deemed complete CityScope will provide the County with a report detailing the items submitted by the Applicant. There are no incidental charges associated with the review fee (i.e., emailing, printing and reproduction costs). CityScope will invoice the County, as per the below fee schedule, for the applicable review upon the completion of the analysis by CityScope and attendance at any scheduled meetings, if requested and approved in advanced by the County.

- Eligible Project/Administrative Review (“non-substantial”) - Macro Collocation, Modification and Upgrade (Streamlined written report; no attendance/meetings required) \$500.00 per site

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- Standard Process Project/New Structure or non- Eligible Facility (“substantial”) - Macro Collocation, Modification or Upgrade (Full analysis written report; no attendance at meeting/full review only) \$5,000.00 per site

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- Attendance (In-person) for related planning board work session, public hearing as approved in advance by County \$1,500.00 per visit\*

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- Attendance (Via video conference) for related planning board work session, public hearing as approved in advance by County \$1,000.00 per mtg\*

\*All travel and expenses are included in the flat fee for these services and there are no additional fees.

CityScope’s review process on any application does not conclude until the application is approved, denied, withdrawn, or dismissed. Additional fees may apply for any requested post-adjudication services (i.e. litigation support) which shall be invoiced per the Per Diem Rate Schedule (Appendix A), to be agreed upon in advance of services.

## II. Site Leasing Consulting

CityScape shall provide consulting related to site leasing with tenants on existing and potential new County owned facilities.

### OPTION A:

#### Comprehensive Wireless Leasing Consulting

CityScape will review and evaluate the language of all current leases, review industry standards and market conditions, make recommendations regarding terms and valuation, assist with negotiations, and establish and maintain an inventory of the County owned wireless facility leases and available properties.

#### INVENTORY TO INCLUDE BUT NOT LIMITED TO:

- Overview of lease, including but not limited to all pertinent site information, tower type, height, tenants, tenant height, ground space square footage overall and by tenant.
- Overview of the agreements and terms, including but not limited to agreement date, initial terms, rent, expiration, anniversary, renewals, increases, and termination.
- Overview of amendments, renewals, consents, etc.
- Lease revenue projections by year with expirations and renewals notated.
- Pictures of tower and ground facility.
- Documentation of existing exhibit/equipment information.
- Any other pertinent information including physical space availability for additional collocators (information received from structural percentages of each site).

#### CITYSCAPE WILL consult as needed, as follows:

- Recommend and negotiate new lease agreements for tower and ground space for review and approval by County.
- Draft new leases for new collocators on existing facilities and new towers on County property for County legal review and approval of form and content.
- Work with tenant providers on new lease agreements, reviewing lease exhibits and site plans.
- Conduct technical, regulatory and lease review of tenant requests for proposed upgrades and modifications to determine if modification will require an increase in rent.
- Prepare proposed draft amendment documenting new antenna layout and applicable rental fees and term modifications for County legal review and approval of form and content.
- Work with County legal and staff to finalize an agreed upon amendment with tenant.
- Quarterly verification of lease revenue collections by County and tenant terms; provide report and any proposed reconciliation of rent, if applicable, and work with County staff and tenant to confirm and/or rectify any found discrepancies.
- Set up a regular quarterly conference call with County administration staff to discuss all County wireless projects and pending activity as needed.

#### COUNTY TO PROVIDE CITYSCAPE:

- Copies of all payments made by Tenants upon receipt of payment.
- Copies of all leases, amendments, renewals and/or any pertinent information regarding the facilities and County property.

Option A Fees to be based on percentage of wireless revenue. Twenty percent (20%) of the gross revenue collected for all wireless leasing agreements to be paid quarterly (and not less than \$2,000 quarterly). Management fees are only due and payable when and to the extent the rent is collected by County. Quarterly reconciliation reports and invoice will be sent to County quarterly.

**OPTION B:**

**Hourly Wireless Leasing Consulting**

**CITYSCAPE WILL consult as needed, as follows:**

- Recommendation and negotiation of Renewal Lease Agreements
- Recommendation and Draft of Lease Amendments
- New Lease Negotiation and Draft Lease
- Any other individualized leasing requests as needed

Option B Fees to be based on the per diem rate in Appendix A.

### III. Wireless Infrastructure Inventory

The Wireless Infrastructure Inventory is a physical assessment of all existing wireless facility locations throughout the County. All collected information is used to analyze existing wireless deployment patterns, the types of existing infrastructure and network functionality. This establishes the foundation for all future wireless communication activity including new tower reviews, site management leasing and a wireless master plan.

#### Infrastructure Inventory Process:

- Extensively research data prior to fieldwork for assessments of existing wireless facilities.
- Compile all documentation and gather relevant information prior to scheduling the wireless facility assessments.
- Create an initial GIS database from all gathered known and potential wireless facility sites.
- Create the online collecting GIS feature.
- Visit and assess all wireless antenna, towers, and base stations throughout the County and within a one-mile perimeter outside its boundaries.
- All pertinent facility information will be gathered including but not limited to the following:
  - Location of facility
  - Service providers on the tower or base station
  - Antenna type, height
  - Facility ownership
  - Type of facility
  - Any notable information
  - Pictures and site map of facility for inventory catalog
- Review all data and inventory information recorded in the assessment process, cross reference, sort and reconcile all information collected.
- Prepare and draft an inventory catalog of all existing wireless facilities. All existing and proposed facilities will be depicted in a digital inventory catalog format, an Excel listing, and GIS shapefile.

#### County to Provide:

- County GIS information (if available).
- All wireless telecommunication permit information.

#### CityScape Deliverables

- GIS layer of all wireless facilities including geo data of all site information.
- Infrastructure Inventory Catalog.
- Map of all wireless facilities.

## WIRELESS ASSESSMENT AND INFRASTRUCTURE INVENTORY COST PROPOSAL

WIRELESS INFRASTRUCTURE ASSESSMENTS AND INVENTORY		
Preliminary Research for Data Assessments, Engineering GIS Setup	Compile data/research and assembly of tower/antenna GIS database of all known existing wireless antenna locations, including map layers from County for base mapping; prepare for assessments. Set up engineering field map collection on GIS system.	\$ 6,710.00
Assessments/Data Review	Visit each individual antenna site location identified during the research process. Compile, confirm and reconcile all data, pictures, and notable information.	\$12,600.00
Inventory Catalog, Overall Infrastructure Map	Compilation of all infrastructure data into one draft inventory catalog and one finalized inventory catalog, Overall infrastructure map, GIS layer with all information for assessed personal wireless service facilities.	\$ 3,885.00
	<b>TOTAL</b>	<b>\$23,195.00</b>

**\*Cost includes all travel and travel related expense, GIS shape files, one initial draft catalog and one final draft catalog; additional updates will be at the per diem rate.**

Total pricing is an estimated fixed cost, including labor, travel, and other direct costs. Proposed costs for projects are indicative of the efficiency of our operations, proven automated tools, vast experience completing similar projects, and view of the strategic nature of this type of project. The deletion of a task, a significant change in scope of one or more tasks, may affect the overall price.

Any additional tasking will be authorized by mutual agreement. Such tasking will be performed on a time and materials basis in accordance with the per diem rate in Appendix A or on a fixed price basis as mutually agreed upon in a task order by CityScape and County.

County will be invoiced upon completion, submission, and acceptance of completed deliverables.

## IV. Wireless Master Plan

### Infrastructure Inventory Mapping

Once all inventory has been assembled and cataloged, inventory maps will be generated as follows:

#### Inventory Maps

- Infrastructure by Facility Type (tower or base station).
- Infrastructure by Antenna Type (macro, small wireless, public safety, broadcast or other).
- Infrastructure by PWSFs (macro, small wireless).
- Infrastructure by Location (private property, public property, utility easement or right-of-way).
- Infrastructure by Design Type (non-concealed, semi-concealed or concealed).

### Engineering Analysis and Mapping

Once all inventory maps are finalized, analysis will begin and propagation maps will be generated as follows:

#### Propagation Maps\*

- Simulated mid-band frequency propagation prediction map showing estimated wireless coverages from all existing personal wireless service facilities (PWSF) in the County and within the one-mile buffer.
- Individual service provider maps (3-4 pending providers found in the field).
- Map showcasing population density with existing PWSF inventory overlay.
- Map of existing PWSF on land use map or zoning map (if applicable).
- Projection map representing gaps in wireless services with the predicted number of sites needed over the next ten-years.

\*Maps are subject to change based on data discovered in the field and the specificities and needs of the County. One initial and one final round of mapping is included; additional maps will be at the per diem rate.

### Master Plan Document

All mapping and deployment analysis will be collated into a draft wireless master plan document for review by the County. After edits or changes by the County, maps will be finalized, and a final document prepared for Commission adoption. Bi-weekly, tri-weekly, or monthly virtual meetings are included.

#### CityScope Deliverables

- All mapping detailed above.
- Document detailing a wireless overview, analysis of each map and a ten-year prediction of number of sites.

## WIRELESS MASTER PLAN COST PROPOSAL

WIRELESS MASTER PLAN		
Infrastructure Inventory Mapping	Inventory mapping and analysis of current wireless conditions within the County. Five different characteristic maps.	\$ 3,650.00
Engineering Analysis and Mapping	Mid-band frequency simulated propagation mapping showing estimated propagation predictions from all existing and proposed wireless facilities. Analysis of County population density, land use and other variables as discovered in the assessment process.	\$17,110.00
Wireless Survey	Public poll to engage and solicit participation from the citizens of the County (optional service).	\$6,400.00
Wireless Master Plan Analysis and Document	A summary report/analysis to include all data, maps and analysis of County's existing wireless condition and wireless projections for the next ten years.	\$25,700.00
	<b>TOTAL</b>	<b>\$52,860.00</b>

**\*Cost includes all travel and travel related expense, one initial draft wireless master plan and one final wireless master plan; additional updates will be at the per diem rate (Appendix A).**

It is recommended to include two public meetings. One meeting will be to present the infrastructure maps, analysis of propagation prediction maps showcasing the existing wireless condition, illustrate the gaps throughout the County and introduce the survey. The second meeting to present survey results and introduce the draft Wireless Master Plan.

County staff will schedule any public meetings required with necessary planning and community groups, public notification and arrangements for meeting dates, and times and locations in conjunction with the CityScope calendar. County will be responsible for public notification, location, meeting arrangements, and recording of sessions if applicable.

Total pricing is an estimated fixed cost, including labor, travel, and other direct costs. Proposed costs for projects are indicative of the efficiency of our operations, proven automated tools, vast experience completing similar projects, and view of the strategic nature of this project. The deletion of a task, a significant change in scope of one or more tasks, may affect the overall price. The initial draft of the Wireless Master Plan and one revision based on County comments is included in this price. A second or further requested revision will be billed at the per diem rates set forth in Appendix A.

Any additional tasking will be authorized by mutual agreement. Such tasking will be performed on a time and materials basis in accordance with the per diem rate in Appendix A or on a fixed price basis as mutually agreed upon in a task order by CityScope and County.

County will be invoiced upon completion, submission, and acceptance of completed deliverables.



## V. ZONING ORDINANCE

### Comprehensive Regulatory Review, Recommendation and Text Amendments

#### Review Existing Zoning Text Amendments and Processes

Updated the County's Code is necessary for compliance with federal and Commonwealth regulations, ensuring historic preservation, aesthetic design goals and any other concerns of the County.

CityScape will complete a comprehensive review of the County's personal wireless service facilities regulations and process, with particular attention to:

- Compliance with mandated Commonwealth and Federal regulations.
- Strengths and weaknesses of the existing zoning regulations.
- Strategies to control and prioritize the location and height of new facilities.
- Strategies to protect the aesthetics in local and National Register historic districts.
- Reduce the visual impact of new facilities.
- Explore solutions for concealed facilities and design guidelines.
- Effectiveness of the intent of the zoning regulations and process.

The process is as follows:

- CityScape will provide an initial redline version within document comments for discussion with County staff.
- CityScape will review County 's redline and comments and provide a modified draft version to distribute to wireless industry contacts (if desired). Working with the wireless industry allows the County to address all industry concerns which streamlines the adoption process. If necessary, CityScape will arrange a virtual conference with the industry to discuss and address any potential conflicts the industry may have with the draft regulations.
- CityScape along with the County will review all wireless industry comments and prepare a final draft to be presented for public review and comment.

## ZONING ORDINANCE COST PROPOSAL

ORDINANCE		
Review and Finalize Existing Zoning Text Amendments and Processes	Review County's existing regulations including federal and state mandates and codes, permitted use charts, definitions, and other applicable development standards.	\$13,500.00
	<b>TOTAL</b>	\$13,500.00

**\*Cost includes one initial draft ordinance, one revised draft ordinance and one final ordinance; additional drafts will be based on hourly per diem in Appendix A.**

Since the current ordinance was originally drafted by CityScape, the project fee proposed here is at a reduced rate. It is recommended to include one to two public meetings. One meeting will be to introduce the recommended changes and the second would be to adopt the revised zoning ordinance.

County staff will schedule any public meetings required with necessary planning and community groups, public notification and arrangements for meeting dates, and times and locations in conjunction with the CityScape calendar. County will be responsible for public notification, location, meeting arrangements, and recording of sessions if applicable.

## VI. WORKSHOP AND PUBLIC MEETINGS

Public meetings are an important aspect for the County in engaging the citizens and maintaining transparency. CityScape will present at County facilitated public meetings either in person or via Zoom (or other video conferencing platform) and may be used as an informational workshop, presentation or for adoption of the Wireless Master Plan or Zoning Ordinance. CityScape can work with the County to tailor and provide workshops for the County as needed.

### PUBLIC MEETINGS COST PROPOSAL

PUBLIC MEETINGS		
Public Workshops	In person presentations	\$3,000.00*
	Virtual presentation via Zoom or other online option	\$1,000.00

**\*Includes all travel related expense.**

Total pricing is an estimated fixed cost, including labor, travel, and other direct costs. Proposed costs for projects are indicative of the efficiency of our operations, proven automated tools, vast experience completing similar projects, and view of the strategic nature of this project. The deletion of a task, a significant change in scope of one or more tasks, may affect the overall price.

Any additional tasking will be authorized by mutual agreement. Such tasking will be performed on a time and materials basis in accordance with the above rates or on a fixed price basis as mutually agreed upon in a task order by CityScape and County.

County will be invoiced upon completion, submission, and acceptance of completed deliverables.

## Appendix A

### Per Diem Rate Schedule

Additional services shall be contracted based on the following rates. Travel related expense for additional services to be billed at cost for hourly service project work.

Effective January 1, 2023, through December 31, 2024

Regulatory/Legal Director	\$ 350.00 per hour
Engineering	\$ 285.00 per hour
Project Manager/Planning Manager	\$ 200.00 per hour
Travel Time	\$ 75.00 per hour

#### PER DIEM TERMS AND CONDITIONS

1. Travel and meals on a per diem basis will be invoiced at actual cost, plus 20 percent to account for general and administrative costs.
2. Hours expended for travel in support of any time and materials task orders are billable hours.
3. Hourly project work is invoiced monthly, or as agreed to upon request of services.
4. All invoices are due and payable 30 days from issuance.

All cost proposals valid through April 20, 2024.

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

**TAB E**

<b>MEETING DATE:</b>	November 1, 2023				
<b>AGENDA TITLE:</b>	Aqua Virginia Update				
<b>MOTION(s):</b>	N/A				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
<b>STAFF CONTACT(S):</b>	Eric Dahl, County Administrator				
<b>PRESENTER(S):</b>	John J. Aulbach II, P.E., President, Aqua Virginia, Inc.				
<b>RECOMMENDATION:</b>	N/A				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	Aqua VA will provide an update to the Board of Supervisors on water and wastewater systems and operations in Fluvanna County.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	None.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					X



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

**TAB F**

<b>MEETING DATE:</b>	November 1, 2023				
<b>AGENDA TITLE:</b>	2040 Comprehensive Plan Update				
<b>MOTION(s):</b>	N/A				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>	N/A	
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			<b>X</b>		
<b>STAFF CONTACT(S):</b>	Douglas Miles, Community Development Director				
<b>PRESENTER(S):</b>	Douglas Miles, Community Development Director				
<b>RECOMMENDATION:</b>	N/A				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>The timing for completion of the 2040 Comprehensive Plan will be discussed. Advisory committee recommendations are being incorporated into the draft plan. A work group has been convened and community meetings will be scheduled to discuss the changes. Current timing has a draft Plan coming to the Planning Commission and Board of Supervisors for consideration in December.</p>				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	None				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>





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

**TAB G**

<b>MEETING DATE:</b>	November 1, 2023				
<b>AGENDA TITLE:</b>	New County Administration and Department of Social Services Buildings RFP Design				
<b>MOTION(s):</b>	N/A				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>	C7.1	
	X				
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
<b>STAFF CONTACT(S):</b>	Eric Dahl, County Administrator				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	N/A				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>On December 18, 2019, the Fluvanna County Building and Program Feasibility Study “Space Study” was presented to the Board of Supervisors. The goal of the study was to provide the Fluvanna County Board of Supervisors with an assessment of the condition of the County facilities, program use of the facilities, and a potential future use of existing or acquired facilities and properties.</p> <p>The study was a comprehensive overview and evaluation of select County properties, including identifying facility deficiencies and recommendations for improvement. A range of facility concepts, considering both long and short term needs was developed for consideration by the Board of Supervisors. As such, the study was considered to be a benchmark report, developed to provide the Board of Supervisors with information and resources to be able to implement an improvement plan and guide facility maintenance, upgrades, renovations, additions, and/or possible new construction in the future.</p> <p>The results of the study produced a selected concept plan Option 5, as described below:</p> <ul style="list-style-type: none"> <li>• Build a new County Administration building, consolidating many County functions within it (existing County Administration building departments, County Attorney, Commissioner of the Revenue, Treasurer, Registrar, conference room space and Board of Supervisors Meeting Space).</li> <li>• Renovate the County Administration Building as an extension of the Judicial/Courts Complex (Commonwealth Attorney, Courts Expansion, Sheriff’s Office Expansion (courts staff and investigators), Court Services, Probation, conference room space and storage).</li> <li>• Renovate Carysbrook Gym</li> </ul>				

	<ul style="list-style-type: none"> <li>• Build a new Department of Social Services building, including space for the Health Department and MACAA.</li> <li>• Renovate the Department of Social Services building, including space for expanded arts programs, Parks and Recreation, Cooperative Extension, Public Works and Public Utilities.</li> <li>• Sell multiple buildings in Palmyra; Commonwealth Attorney, Public Works, Future County Attorney</li> <li>• Lease out the Commissioner of the Revenue and Treasurer building</li> <li>• Eliminate the need for the current Registrar lease at the Jefferson Centre</li> </ul> <p>In the FY22 Budget and originating from this study, the Board of Supervisors approved an estimated budget of \$16.5M for design and construction of the above components, with the source of funds to come from debt proceeds. Debt has not been approved or issued for this project, since a design is needed first to determine overall costs. This project was put on hold through COVID, but now the need for space and increased aging facility costs is bringing this to the forefront. With the increase of materials, labor and inflation since December 2019, it is estimated at minimum a 30% increase in the overall costs, bringing this closer to \$21.5M. Standard design costs estimates are generally 5% of a projects cost.</p> <p>The next phase of this project is to issue a Request for Proposal (RFP) for the design. Before doing so, the Board of Supervisors would need to indicate acceptance for staff to move forward, a formal future approval would still be required to fund the design out of Fund Balance. If the County wanted the design costs paid for by Fund Balance to be recouped with debt issuance, a reimbursement resolution could be considered as well.</p>				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Fluvanna County Building and Program Feasibility Study Presentation - December 18, 2019</li> <li>• Building and Program Feasibility Study and Assessment – September 19, 2019</li> <li>• New County Administration and Department of Social Services Buildings Cost Updates – August 11, 2021</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>

Fluvanna County, Virginia  
 Upcoming project probable costs - 8/11/21

Name of Building	Location	New/Renovation	Area	Cost/Sf	Probable Construction Cost	Design Fees (2021)	Bidding & Construction Admin Fees (2022)	Probable Soft Costs (inc. design fees)	Subtotal
Administration Building	Pleasant Grove Campus	New	24,023	\$ 200.00	\$ 4,804,600.00	\$ 240,230.000	\$ 72,069.000	\$ 960,920.00	\$ 5,765,520.00
Dept of Social Services Bldg	Pleasant Grove Campus	New	32,307	\$ 200.00	\$ 6,461,400.00	\$ 323,070.000	\$ 96,921.000	\$ 1,292,280.00	\$ 7,753,680.00
Convert Admin to Courts	Palmyra Campus	Renovation	13,812	\$ 120.00	\$ 1,657,440.00	\$ 82,872.000	\$ 24,861.600	\$ 331,488.00	\$ 1,988,928.00
Renovate DSS to Multipurpose	Carysbrook Campus	Renovation	6,913	\$ 180.00	\$ 1,244,340.00	\$ 62,217.000	\$ 18,665.100	\$ 248,868.00	\$ 1,493,208.00
<b>Total</b>					<b>\$ 14,167,780.00</b>	<b>\$ 708,389.00</b>	<b>\$ 212,516.70</b>	<b>\$ 2,833,556.00</b>	<b>\$ 17,001,336.00</b>





Fluvanna County Building and Program Feasibility Study  
Update December 18, 2019



Crabtree, Rohrbaugh & Associates - Architects

# Fluvanna County Building and Program Feasibility Study

## Concerns

### 1. Security

- a. Commonwealth Attorney is separated from Courthouse without a secure entrance or path of travel to Courthouse.
- b. Buildings/Departments are isolated on Palmyra Campus

### 2. Staff connectivity

- a. Public Works operates out of two buildings
- b. Less than ideal program adjacency (e.g. Treasurer and Finance) makes it difficult for staff to connect.

### 3. Public connectivity / accessibility

- a. Programs (e.g. Social Services & Health Department) should be closer for public accessibility

### 4. Maintenance of aging buildings

- a. As buildings mature in age they are often more expensive to maintain and repair. Multiple aging buildings can increase the premium losing the economy of scale.

# Building and Program Feasibility Study and Assessment

Fluvanna County

OPTION	1	2	3	4	5	6	7
M A I N T A I N	School Board	No Change	No Change		No Change		
	COR - Treasurer - Court Svcs	No Change					
	Two Story Building (By COR)	No Change	No Change	No Change	No Change	No Change	No Change
	Registrar	No Change					
	Public Works	No Change					
	Weaver Building	No Change	No Change	No Change	No Change	No Change	No Change
	Historic Courthouse	No Change	No Change	No Change	No Change	No Change	No Change
	Probation (Old IT)	No Change					
	Commonwealth's Attorney	No Change					
	Administration - Health Dept						
	Courthouse	No Change	No Change	No Change	No Change	No Change	No Change
	Public Safety	No Change	No Change	No Change	No Change	No Change	No Change
	Library	No Change	No Change	No Change	No Change	No Change	No Change
	Parks & Rec (PG)	No Change	No Change	No Change	No Change	No Change	No Change
	Social Services						
	Performing Arts Center	No Change	No Change	No Change	No Change	No Change	No Change
	Facilities/Grounds Shop	No Change	No Change	No Change	No Change	No Change	No Change
Gymnasium							
MACAA							
Community Center (P&R - Coop)	No Change	No Change				No Change	
FUSD	No Change	No Change	No Change	No Change	No Change	No Change	
R E V A N O		Administration	Court Support Svcs (Old Admin)	Court Support Svcs (Old Admin)	Court Support Svcs (Old Admin)	Court Support Svcs (Old Admin)	School Board Office (Old Admin)
		Social Services	Social Services	Social Services	P&R (Intergen) - Coop Ext (Old DSS)	P&R (Intergen) - Coop Ext (Old DSS)	Social Services
		Health Dept - MAACA	Health Dept - MAACA	Health Dept - MAACA			Health Dept - MAACA
		Gymnasium	Gymnasium	Gymnasium	Gymnasium	Gymnasium	Gymnasium
						Administration (Old Courthouse)	
N E W				School Board (at PG)		School Board (at PG)	
			Administration (at PG)	Administration (at PG)	Administration (at PG)	Administration (at PG)	
							New Courthouse (at PG)
					DSS - Health - MACAA (at PG)	DSS - Health - MACAA (at PG)	
C L O S E				School Board		School Board	School Board
			COR - Treasurer - Court Svcs	COR - Treasurer - Court Svcs	COR - Treasurer - Court Svcs	COR - Treasurer - Court Svcs	COR - Treasurer - Court Svcs
			Public Works	Public Works	Public Works	Public Works	Public Works
			Commonwealth's Attorney	Commonwealth's Attorney	Commonwealth's Attorney	Commonwealth's Attorney	Commonwealth's Attorney
			Registrar	Registrar	Registrar	Registrar	Registrar
				Community Center	Community Center		
Cost Range 0-10 years	\$2.2mil - \$2.6mil	\$6.3mil - \$7.6mil	\$10.8mil - \$12.9mil	\$13.2mil - \$15.9mil	\$14.4mil - \$16.9mil	\$16.6mil - \$19.9mil	\$22.4mil - \$26.8mil
Cost Range 10-20 years	\$10.1mil - \$12.12mil	\$6.9mil - \$8.2mil	\$3.5mil - \$4.2mil	\$2.1mil - \$2.5mil	\$2.8mil - \$3.3mil	\$1.4mil - \$1.6mil	\$6.9mil - \$8.2mil
Cost Range Subtotal	\$12.2mil-\$14.72mil	\$13.2mil-\$15.8mil	\$14.3mil - \$17.1mil	\$15.3mil - \$18.4mil	\$17.2mil - \$20.2mil	\$18mil - \$21.5mil	\$29.3mil - \$35mil



Pleasant Grove Campus

# Option 5

New Admin Building  
Phase 1

Design

8 months

Construction

12 months

Project Costs

\$4.5mil - \$5.4mil





# Option 5

Reno Admin Building  
and Carysbrook Gym  
Phase 1a

Design

6 months

Construction  
12-16months

Project Costs  
\$1.9mil - \$2.2mil



# Option 5

New DSS / MACAA /  
Health Dept. Building  
Phase 2

Design

8 months

Construction

12 months

Project Costs

\$6.1mil - \$7.3mil

Pleasant Grove Campus



# Option 5

Renov DSS into  
Intergenerational Center /  
COOP ext / Public Works  
Phase 2a

Design

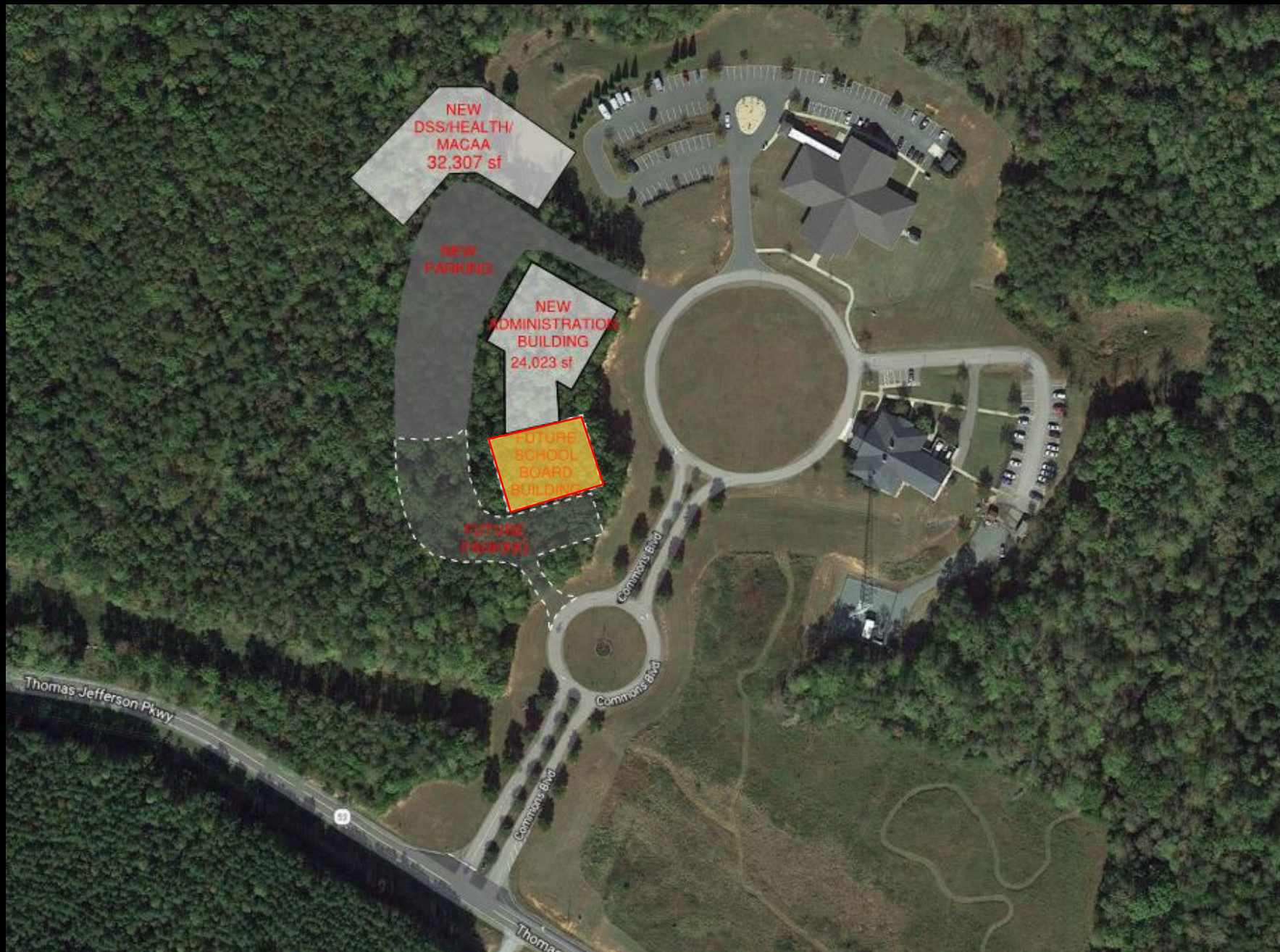
6 months

Construction

12-16months

Project Costs

\$2.1mil - \$2.5mil



# Option 6

New School Board  
Office  
Phase TBD

Design

8 months

Construction

12 months

Project Costs

\$3.8mil - \$4.5mil

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

**TAB H**

<b>MEETING DATE:</b>	November 1, 2023				
<b>AGENDA TITLE:</b>	Adoption of the Fluvanna County Board of Supervisors October 18, 2023 Meeting Minutes.				
<b>MOTION(s):</b>	<b>I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday October 18, 2023, be adopted.</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, list goals(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>XX</b>	
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	None.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Draft Minutes October 18, 2023.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>



**FLUVANNA COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING MINUTES  
Carysbrook Performing Arts Center  
8880 James Madison Hwy, Fork Union, VA 23055  
October 18, 2023  
Work Session 5:00pm  
Regular Meeting 7:00pm**

**MEMBERS PRESENT:** Mozell Booker, Fork Union District, Chair  
 Patricia Eager, Palmyra District, Vice Chair  
 John M. (Mike) Sheridan, Columbia District  
 Tony O’Brien, Rivanna District (*entered the meeting at 5:25pm*)  
 Chris Fairchild, Cunningham District

**ABSENT:** None.

**ALSO PRESENT:** Eric M. Dahl, County Administrator  
 Kelly Harris, Assistant County Administrator  
 Dan Whitten, County Attorney  
 Caitlin Solis, Clerk for the Board of Supervisors  
 Barry Bibb, Chair  
 Howard Lagomarsino, Vice Chair  
 Mike Goad, Commissioner  
 Bree Key, Commissioner  
 Lorretta Johnson-Morgan, Commissioner

**WORK SESSION – CALL TO ORDER**

At 5:00pm, Chair Booker called to order the Work Session of October 18, 2023. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

**SOLAR PROJECTS INFORMATIONAL DISCUSSION**

Lane Gunn - Chairman, South Central Virginia Business Alliance and Project Manager, Red Oak Excavating and Skyler Zunk, CEO, Energy Right and Chair, Virginia Solar Energy Development and Energy Storage Authority answered questions from the Board of Supervisors and the Planning Commission and discussed topics including:

- Construction sequencing
- Erosion & siltation control
- Viable slopes and gradients to ensure proper vegetation
- Traffic control and logistic plans that can be implemented to ensure safety on the roads
- Realistic setbacks to aid to reduce seeing the project
- Realistic setbacks from rivers or blue line streams and property lines
- Economic attributes to not only the County but also local businesses
- Safety concerns, available training, and equipment
- Possible availability in providing fiber optic high-speed internet in these areas
- Provide real world experience and unbiased knowledge of these projects and others like them

**RECESS FOR DINNER AND CLOSED SESSION**

**13 - CLOSED MEETING**

<b>MOTION:</b>	At 6:35pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Legal Matters – Fluvanna Rescue Squad, Inc.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>				Motion	Second
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

<b>MOTION:</b>	At 7:04am, move Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting.”
----------------	--

<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>				Motion	Second
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

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

At 7:05pm, Chair Booker called to order the Regular Meeting of October 18, 2023. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

### **3 - ADOPTION OF AGENDA**

- Mr. Dahl asked to add A Resolution Authorizing the County Administrator to Sign Necessary Documents for Deed of Gift for Real Property from Fluvanna Rescue Squad, Inc. to New Business.

<b>MOTION:</b>	Accept the Agenda, for the October 18, 2023 Regular Meeting of the Board of Supervisors, as amended.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>				Second	Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

### **4 - COUNTY ADMINISTRATOR'S REPORT**

Mr. Dahl reported on the following topics:

Happy Birthday Mr. Sheridan!

- October 26th

Coffee & Conversation with the County – Lake Monticello Area

- Saturday October 21, 2023
- 10:00am to 1:00pm
- Lake Monticello VFR, Maple Room 10 Slice Rd, Palmyra

LOVE Sign at Pleasant Grove Park

- This is a Silver Award project that has almost been completed by Eliza Inskeep of Fluvanna Girl Scout Troop 1106. She is a current 9<sup>th</sup> grader at FCHS.
- The project started in late April 2023 and final completion is expected by the middle of November 2023.
  - Letters are made of 8" x 8" post.
  - Still to do: touch up painting and minor landscaping.
- The total cost for this project is \$2,258.62 and came from the existing Parks and Recreation's budget.
- The project was submitted to and approved for the Virginia Tourism Authority's LOVE Creation Reimbursement Fund Agreement. The total possible for reimbursement is \$1,500.00.
- Thanks to Dean and Sophie Lackey, Chrystan Bunch, the Inskeep Family, and Parks and Recreation's staff for the assistance with getting the LOVE sign area ready and the sign set!

2023 Annual Halloween Festival

- Saturday, October 28, 2023
- 6:30-8:30pm at Pleasant Grove Park
- Come by and walk the Semi-Scary Haunted Trail and visit the Trunk or Treat

### **Next BOS Meetings**

Day	Date	Time	Purpose	Location
Sat	Oct 21	10:00 AM	Coffee and Conversation - Lake Monticello Area	LMVFR Maple Room
Wed	Nov 1	5:00 PM	Regular Meeting	Performing Arts Center
Wed	Nov 15	7:00 PM	Regular Meeting	Performing Arts Center
Wed	Dec 6	5:00 PM	Regular Meeting	Performing Arts Center

### **5 - PUBLIC COMMENTS #1**

At 7:11pm, Chair Booker opened the first round of Public Comments.

- James Kelly, 363 Manor Blvd, updated the Board on a motion passed by the School Board by a vote of 4-0, to ask the Board to use carryover funds to help fund upcoming CIP projects.

With no one else wishing to speak, Chair Booker closed the first round of Public Comments at 7:17pm.



**6 - PUBLIC HEARING**

*Public Hearing to Quitclaim Property to the Fluvanna Historical Society – Dan Whitten, County Attorney*

The Free Hill Cemetery is located within the former Town of Columbia and was the burial ground for many local residents. The property was conveyed from David Ross to five trustees by deed dated September 9, 1805. The charter of the Town of Columbia was revoked by Act of the General Assembly in 2016, and all public property of the former Town reverted by operation of law to Fluvanna County including any interest in the subject property. The records of the Commissioner of Revenue list the property in the name of the Columbia Baptist Church. However, the County desires to execute a quitclaim deed which will deed any right, title and interest that County has in the property to the Fluvanna County Historical Society. Virginia Code Section 15.2-953 authorizes gifts of real property from the County to non-profit organizations. Virginia Code Section 15.2-1800 authorizes the County to dispose of any interest in real property after a properly advertised public hearing. The Fluvanna County Historical Society can then quitclaim the property to the Columbia Baptist Church.

- Tricia Johnson, Director of the Historical Society, thanked the Board of Supervisors and gave them an update. The Fluvanna Historical Society will be helping the Columbia Baptist Church apply for grants once the church is the recorded owner of the cemetery. The Historical Society also performed ground penetrating radar on the site and discovered many graves that were not marked.

At 7:25pm, Chair Booker opened the Public Hearing.

- Loretta Johnson Morgan, 18 Lake Rd, Thanked the Board of Supervisors on behalf of the Columbia Baptist Church members.

With no one else wishing to speak, Chair Booker closed the Public Hearing at 7:25pm.

<b>MOTION:</b>	Approve a resolution to quitclaim property identified as Tax Map Numbers 54A-1 Lots 37, 38, 53 and 54 to the Fluvanna County Historical Society.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>			Motion		Second
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*Public Hearing to Amend the County Code to Enact §§ 20-12-1, 20-12-2 and 20-12-3 to Authorize a Revenue Share of \$1400 per Megawatt for Solar Energy Projects and Energy Storage Systems – Dan Whitten, County Attorney*

- The ordinance would authorize a revenue share of \$1400 per megawatt for solar energy projects and energy storage systems
- The rate shall be increased by ten percent on July 1, 2026, and every five years thereafter by ten percent.
- Applies to all solar photovoltaic (electric energy) generation facilities except those described in § 56-594, 56-594.01, 56-594.02 or 56-594.2;
- Does not apply to any solar photovoltaic (electric energy) project or energy storage system for which an application was filed with the County and approved by the County prior to the adoption date of this ordinance.

At 7:32pm, Chair Booker opened the Public Hearing. With no one wishing to speak, Chair Booker closed the Public Hearing at 7:32pm.

<b>MOTION:</b>	Amend the County Code to enact §§ 20-12-1, 20-12-2 and 20-12-3 to authorize a revenue share of \$1400 per megawatt for solar energy projects and energy storage systems.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>			Motion	Second	
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*Public Hearing for an Ordinance to Authorize the Collection of a Five Percent Transient Occupancy Tax – Dan Whitten, County Attorney*

- Currently there is a not a transient occupancy tax in the County.
- Virginia Code § 58.1-3819 authorizes Fluvanna County to levy a transient occupancy tax on hotels, motels, boarding houses, travel campgrounds, and other facilities offering guest rooms rented out for continuous occupancy for fewer than 30 consecutive days.
- The tax shall be imposed on the total price paid by the customer for the use or possession of the room or space occupied in a retail sale.
- Any excess from a rate over two percent but not exceeding five percent shall be designated and spent solely for tourism and travel, marketing of tourism or initiatives that, as determined after consultation with the local tourism industry organizations, including representatives of lodging properties located in the county, attract travelers to the locality, increase occupancy at lodging properties, and generate tourism revenues in the locality.

- The Accommodations Intermediary or Accommodations Provider will collect the tax and remit the tax to the County.
- The Accommodations Intermediary must submit the property addresses and gross receipts on a monthly basis.

At 7:36pm, Chair Booker opened the Public Hearing.

- Paul Beyer, Fork Union, spoke in opposition to the Ordinance to Authorize the Collection of a Five Percent Transient Occupancy Tax.

With no one else wishing to speak, Chair Booker closed the Public Hearing at 7:40pm.

<b>MOTION:</b>	Amend the County Code to enact §§ 20-11-1 through 20-11-10 to authorize the collection of a five percent transient occupancy tax.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>		Second		Motion	
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**7 - ACTION MATTERS**

*Constitutional Officer Pay Policy* – Dan Whitten, County Attorney

Prior to January 18, 2017, the County did not have a policy in place to address the starting salaries of newly elected Constitutional Officers. The Board of Supervisors adopted Personnel Policy 2.8.6 Constitutional Officer Pay on January 18, 2017. After discussion by the Board of Supervisors, it is the recommendation that the policy be amended regarding the starting salary for an interim constitutional officer to ensure the minimum salary is at least their current salary. The amendment also allows for the Board to consider the education, experience, special skills, certifications or proficiency in related former roles for a higher starting salary above the minimum amount set by the General Assembly.

<b>MOTION:</b>	Approve the amendment to Section 2.8.6 of the Personnel Policies regarding the salary for an appointed interim Constitutional Officer.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>			Motion	Second	
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**7A – BOARDS AND COMMISSIONS**

<b>MOTION:</b>	Move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s)/reappointments(s):				
<b>BOARD/COMMISSION/COMMITTEE</b>	<b>APPOINTEES</b>		<b>APPT/ REAPPT</b>	<b>BEGINS TERM</b>	<b>ENDS TERM</b>
Monticello Area Community Action Agency (MACAA) – Fluvanna Citizen Representative	Austin Baker		Reappt	11/1/2023	10/31/2025
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>			Second		Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**8 – PRESENTATIONS**

None.

**9 - CONSENT AGENDA**

The following items were discussed before approval:

H - *FY24 Pay Rates and Classifications* – an error was corrected before being approved.

The following items were approved under the Consent Agenda for October 18, 2023:

- *Minutes of October 4, 2023* – Caitlin Solis, Clerk to the Board
- *Memorandum of Understanding to Join Jefferson Area Drug Enforcement Task Force* – Dan Whitten, County Attorney
- *FY24 Pay Rates and Classifications* – Donna Snow, Director of Human Resources
- *Accounts Payable Report for September* – Theresa McAllister, Management Analyst
- *Approval of Open Space Agreement for Walter D. Brown* – Andrew M. Sheridan, Jr., Commissioner of the Revenue

- *Approval of Open Space Agreement for Benjamin Ryan Chunn and Amanda Lee-Anne Chunn – Andrew M. Sheridan, Jr., Commissioner of the Revenue*
- *Approval of Open Space Agreement for Holly Renee Dobson and Janssen Michael Dobson – Andrew M. Sheridan, Jr., Commissioner of the Revenue*
- *Approval of Open Space Agreement for Robert A. Gunnell Jr – Andrew M. Sheridan, Jr., Commissioner of the Revenue*
- *Approval of Open Space Agreement for Edward Hudson and Brenda Hudson – Andrew M. Sheridan, Jr., Commissioner of the Revenue*
- *Approval of Open Space Agreement for Jeffrey Lynn Johnson II – Andrew M. Sheridan, Jr., Commissioner of the Revenue*
- *Approval of Open Space Agreement for Ginger Smith Johnson – Andrew M. Sheridan, Jr., Commissioner of the Revenue*
- *Approval of Open Space Agreement for Travis Rittenhouse and Stacey Rittenhouse – Andrew M. Sheridan, Jr., Commissioner of the Revenue*
- *Approval of Open Space Agreement for Troy A. Wright and Dawn M. Wright – Andrew M. Sheridan, Jr., Commissioner of the Revenue*
- *FY24 FCPS Grants Supplemental Appropriation – Brenda Gilliam, Executive Director for Instruction and Finance*
- *FY24 FCPS Grants Supplemental Appropriation – Brenda Gilliam, Executive Director for Instruction and Finance*
- *FY23 FCPS ERATE Supplemental Appropriation – Brenda Gilliam, Executive Director for Instruction and Finance*

<b>MOTION:</b>	Approve the consent agenda, for the October 18, 2023 Board of Supervisors meeting, and to ratify Accounts Payable and Payroll for September 2023, in the amount of \$4,570,864.73.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>				Second	Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**10 - UNFINISHED BUSINESS**

- Mr. Fairchild spoke in support of the decision of the Board to stop allowing public participation through Zoom due to inappropriate content being shared by unknown users during meetings.

**11 - NEW BUSINESS**

*A Resolution Authorizing the County Administrator to Sign Necessary Documents for Deed of Gift for Real Property from Fluvanna Rescue Squad, Inc. – Eric Dahl, County Administrator*

<b>MOTION:</b>	Approve "A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN NECESSARY DOCUMENTS FOR DEED OF GIFT FOR REAL PROPERTY FROM FLUVANNA RESUE SQUAD, INC." for the use by the Fluvanna County Department of Emergency Services.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>		Second			Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**12 - PUBLIC COMMENTS #2**

At 8:15pm, Chair Booker opened the second round of Public Comments.

- James Schoenster, 843 Jefferson Dr, asked the Board to explore options to allow public participation during meetings.

With no one else wishing to speak, Chair Booker closed the second round of Public Comments at 8:16pm.

**14 - ADJOURN**

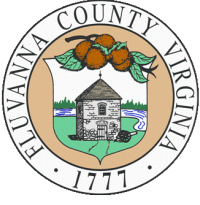
<b>MOTION:</b>	Adjourn the regular meeting of Wednesday, October 18, 2023 at 8:17pm.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>				Motion	Second
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Caitlin Solis  
Clerk to the Board

\_\_\_\_\_  
Mozell H. Booker  
Chair



**BOARD OF SUPERVISORS**  
 County of Fluvanna  
 Palmyra, Virginia

**RESOLUTION No. 32-2023**

**A RESOLUTION AUTHORIZING A QUITCLAIM DEED OF GIFT FROM THE COUNTY OF FLUVANNA TO THE FLUVANNA COUNTY HISTORICAL SOCIETY, INC. FOR TAX PARCEL NOS.: 54A-1-37, 54A-1-38, 54A-1-53, 54A-1-54**

**WHEREAS**, the Board of Supervisors desires to execute a quitclaim deed of gift from the County to the Fluvanna County Historical Society, Inc. for Tax Parcel Nos.: 54A-1-37, 54A-1-38, 54A-1-53, 54A-1-54; and

**WHEREAS**, the Fluvanna County Historical Society, Inc. desires to accept the quitclaim deed of gift.

**NOW, THEREFORE BE IT RESOLVED** that the Board of Supervisors of Fluvanna County does hereby authorize the County Administrator to sign all necessary paperwork required for the quitclaim deed of gift to the Fluvanna County Historical Society, Inc. for Tax Parcel Nos.: 54A-1-37, 54A-1-38, 54A-1-53, 54A-1-54

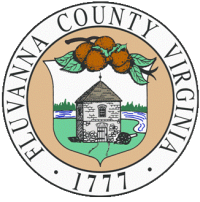
**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 18th day of October, 2023:

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

Attest:

\_\_\_\_\_  
 Mozell H. Booker, Chair

Fluvanna County Board of Supervisors



**BOARD OF SUPERVISORS**

County of Fluvanna  
Palmyra, Virginia

**RESOLUTION No. 33-2023**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN NECESSARY DOCUMENTS FOR DEED OF GIFT FOR REAL PROPERTY FROM FLUVANNA RESCUE SQUAD, INC.**

**WHEREAS**, Fluvanna Rescue Squad, Inc. approved transferring the following real property (“Property”) by a deed of gift (“Deed of Gift”) to Fluvanna County (“County”) for use by the Fluvanna County Department of Emergency Services: Property identified as Tax Map Number 22 A 66C and located at 4652 Cedar Lane Road, Kents Store, Virginia; and

**WHEREAS**, the Fluvanna Rescue Squad, Inc. voted to transfer the Property to the County by Deed of Gift at its meeting held on September 20, 2023; and

**WHEREAS**, the County is authorized under Virginia Code Section 15.2-1803 to accept the conveyance of Property by Deed of Gift; and

**WHEREAS**, the Board of Supervisors approved a resolution on September 20, 2023 to accept the conveyance of Property by Deed of Gift; and

**WHEREAS**, the Board of Supervisors desires to authorize the County Administrator to sign all necessary documents to complete the transfer of the Property.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Supervisors of Fluvanna County that the County authorizes the County Administrator to sign all necessary documents for the conveyance of the Property by Deed of Gift from the Fluvanna Rescue Squad, Inc. to the County for the use by the Fluvanna County Department of Emergency Services.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 18th day of October 2023:

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

Attest:

\_\_\_\_\_  
Mozell H. Booker, Chair  
Fluvanna County Board of Supervisors



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

**TAB I**

<b>MEETING DATE:</b>	November 1, 2023				
<b>AGENDA TITLE:</b>	Resolution Recognizing Jack Davis Oliphant – Eagle Scout				
<b>MOTION(s):</b>	<b>I move the Fluvanna County Board of Supervisors adopt the resolution entitled “Recognizing Jack Davis Oliphant for Award of Eagle Scout Status.”</b>				
<b>BOS 2 YEAR GOAL?</b>	Yes	No	<b>If yes, list goal(s):</b>		
		XX			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>X</b>	
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board of Supervisors				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	Jack has completed all requirements and has been examined by an Eagle Scout Board of Review and deemed worthy of the Eagle Scout Award.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Resolution Recognizing Jack Davis Oliphant for Award of Eagle Scout Status				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>







**BOARD OF SUPERVISORS**  
County of Fluvanna  
Palmyra, Virginia

**RESOLUTION No. 34-2023**

**A RESOLUTION RECOGNIZING  
JACK DAVIS OLIPHANT  
AWARD OF EAGLE SCOUT STATUS**

*The Fluvanna County Board of Supervisors adopted the following resolution on Wednesday, November 1, 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**, Jack Davis Oliphant has completed all the requirements for becoming an Eagle Scout; and

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

**WHEREAS**, Boy Scout Troop 154 will be convening an Eagle Scout Court of Honor on November 26, 2023 at 3:00 p.m. at Fork Union Baptist Church, Fork Union, 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 Jack'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 1st of November, 2023, by the following vote:

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

*Attest:*

---

Mozell H. Booker, Chair  
Board of Supervisors

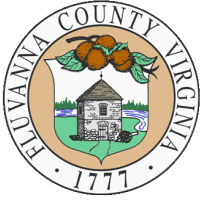


**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB J**

<b>MEETING DATE:</b>	June 21, 2023				
<b>AGENDA TITLE:</b>	VDOT Secondary Road Acceptance – Island Hill Subdivision				
<b>MOTION(s):</b>	<b>I move the Fluvanna County Board of Supervisors adopt the resolution entitled “A Resolution to Take Streets in the Island Hill Subdivision into the Secondary System of Highways in Fluvanna County, Virginia.”</b>				
<b>BOS 2 YEAR GOAL?</b>	Yes	No	<b>If yes, list goal(s):</b>		
		XX			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>X</b>	
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Adoption of the Resolution				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	N/A				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>					
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Resolution</li> <li>• VDOT Secondary Road Acceptance AM-4.3 – Island Hill Subdivision</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>





## BOARD OF SUPERVISORS

County of Fluvanna  
Palmyra, Virginia

### RESOLUTION No. 35-2023

#### **A Resolution to Take Streets in the Island Hill 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 5:00 PM on Wednesday, November 1, 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 Island Hill 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 1st day of November, 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 1<sup>st</sup> day of November, 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



Form AM 4.3  
(Rev 10/03/2023)

ICR ID: 39277609  
SSAR



**COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION**  
**Form AM 4.3**

**In Fluvanna County**

by Resolution of the governing body adopted

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes to the secondary system of state highways.

A Copy Testee Signed (County Official): \_\_\_\_\_

**Report of Changes in the Secondary System of State Highways**

Project/Subdivision: **Bruce Henning**

CHANGE TYPE	RTE NUM & STREET NAME	CHANGE DESCRIPTION	FROM TERMINI	TO TERMINI	LENGTH	NUMBER OF LANES	RECORDATION REFERENCE	ROW WIDTH
Addition	Rt. 1080 - Island Hill Rd	New subdivision street §33.2-705	Rte 1040 Broken Island Rd	.4 miles to CDS	0.40	2		66
Addition	Rt. 1081 - Island Hill Ct	New subdivision street §33.2-705	Rte 1080 Island Hill Rd	.1 mile to ESM CDS	0.10	2		66



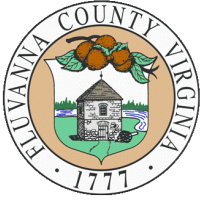


**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB K**

<b>MEETING DATE:</b>	June 21, 2023				
<b>AGENDA TITLE:</b>	VDOT Secondary Road Acceptance – Village Oaks Subdivision Phase 4				
<b>MOTION(s):</b>	<b>I move the Fluvanna County Board of Supervisors adopt the resolution entitled “A Resolution to Take Streets in the Village Oaks Subdivision Phase 4 into the Secondary System of Highways in Fluvanna County, Virginia.”</b>				
<b>BOS 2 YEAR GOAL?</b>	Yes	No	<b>If yes, list goal(s):</b>		
		XX			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Adoption of the Resolution				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	N/A				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Resolution</li> <li>• VDOT Secondary Road Acceptance AM-4.3 – Village Oaks Phase 4</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					X





**BOARD OF SUPERVISORS**

County of Fluvanna  
Palmyra, Virginia

**RESOLUTION No. 36-2023**

**A Resolution to Take Streets in the Village Oaks Subdivision Phase 4 into the Secondary System of Highways in Fluvanna County, Virginia**

At a regular meeting of the Board of Supervisors of Fluvanna County held at 5:00 PM on Wednesday, November 1, 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 Village Oaks Subdivision Phase 4 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 1st day of November, 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 1st day of November, 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



Form AM 4.3  
(Rev 10/03/2023)

ICR ID: 39280775  
SSAR



**COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION**  
**Form AM 4.3**

**In Fluvanna County**

by Resolution of the governing body adopted

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes to the secondary system of state highways.

A Copy Testee Signed (County Official): \_\_\_\_\_

**Report of Changes in the Secondary System of State Highways**

Project/Subdivision: **Bruce Henning**

CHANGE TYPE	RTE NUM & STREET NAME	CHANGE DESCRIPTION	FROM TERMINI	TO TERMINI	LENGTH	NUMBER OF LANES	RECORDATION REFERENCE	ROW WIDTH
Addition	Rt. 1119 - Archer Dr	New subdivision street §33.2-705	Rte 618 Lake Monticello Rd	CDS ESM	0.15	2		66
Addition	Rt. 1120 - Archer Circle	New subdivision street §33.2-705	Archer Dr Rte 1119	CDS ESM	0.10	2		66



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

**TAB L**

<b>MEETING DATE:</b>	November 1, 2023				
<b>AGENDA TITLE:</b>	Sheehy Ford Vehicle Purchase Agreement				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the Vehicle Purchase Agreement between Sheehy Ford of Richmond, Inc. and Fluvanna County for two (2) 2023 Ford Police Interceptor Utility AWD at a total cost of \$57,503.60 for the Sheriff's Office, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Dan Whitten, County Attorney				
<b>PRESENTER(S):</b>	Dan Whitten, County Attorney				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>Contract Terms the County should be aware of (highlights only, see contract for details):</p> <ul style="list-style-type: none"> <li>• Pursuant to the Virginia Public Procurement Act, this a cooperatively procured contract off of the Cooperative Agreement.</li> <li>• Sheehy Ford promises and agrees that County shall receive the benefits of the Cooperative Agreement. Specifically, the cooperative agreement requires a 6% discount on all options.</li> <li>• Delivery will take place within 10 days after submittal to Sheehy Ford</li> <li>• The Sheriff's Office will be trading-in six (6) vehicles to Sheehy Ford as part of the contract.</li> </ul>				
<b>FISCAL IMPACT:</b>	No additional funding is required; the \$57,503.60 was budgeted in the FY24 CIP for County vehicle purchases.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Contract between Fluvanna County and Sheehy Ford of Richmond, Inc.</li> <li>• Exhibit 1 - part 1 - Contract # 22-05-0917RR between the Virginia Sheriff's Association and Sheehy Ford of Richmond</li> <li>• Exhibit 1 - part 2 – 2023-2024 Rollover Agreement</li> <li>• Exhibit 2 – part 1 - Quote identified as "Fluvanna CSO- NT236104"</li> <li>• Exhibit 2 – part 2 – Quote identified as "Fluvanna CSO- NT236105"</li> <li>• Exhibit 3 – County General Terms and Conditions</li> </ul>				

	• Exhibit 4 – Vendor Forms				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	X	X	X		



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 Sheehy Ford of Richmond, Inc., a Virginia corporation authorized to transact business in Virginia (“**Sheehy**”), 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.

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

- a. “**Sheehy Proposal**” means collectively the Cooperative Agreement, Quotes, and Warranty, each defined below.
- b. “**Options**” means all those options and additional features and items set forth in the Quotes.
- c. “**Specifications**” means all of the general and particular specifications, warranties, and other requirements for and relating to the Vehicles contained in the Sheehy 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 Sheehy pursuant to the Sheehy Proposal and consistent with all requirements of the Sheehy Proposal and the Specifications, and specifically including all Options, and Delivery of Vehicles to the County.
- e. “**Delivery**” means the date Sheehy delivers the Vehicles to the County 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 Sheehy 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:** Contract: 22-05-0917RR between the Virginia Sheriff’s Association and Sheehy Ford of Richmond (together with all documents incorporated by reference including without limitation the Solicitation and Contract Terms and Conditions referred to herein as the “Cooperative Agreement”); and
- b. **Exhibit 2:** Quotes identified as “Fluvanna CSO- NT236104” and “Fluvanna CSO- NT236105” 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. The sale of the Vehicles and the Vehicles must meet or exceed all terms, provisions and requirements of the Cooperative Agreement, the Sheehy Proposal and this Agreement. Sheehy 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, Sheehy represents and warrants that all pricing in this Agreement for the Vehicles is consistent with or lower than the pricing 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 after trade-in of six (6) vehicles of **FIFTY SEVEN THOUSAND FIVE HUNDRED AND THREE DOLLARS AND 60/100 DOLLARS (\$57,503.60)** (“Purchase Price”) (note: per the Quote each vehicle is \$39,251.80 before trade-in value is deducted). 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 Sheehy 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 Sheehy 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. Sheehy 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 Sheehy with written notice sufficient to permit Sheehy to evaluate such non-conformance (“Notice of Defect”). Any Vehicles not in conformance to Specifications shall be remedied by Sheehy within thirty (30) days from the Notice of Defect. In the event that Sheehy 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 Sheehy under this agreement, Sheehy 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 Sheehy 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:

Sheehy Ford:

Sheehy Ford of Richmond, Inc.  
641 Johnston Willis Drive  
North Chesterfield, VA 23236

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

7. 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.
8. 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 Sheehy's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Sheehy'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:

**Sheehy Ford of Richmond**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Fluvanna County Sheriff's Office,  
a political subdivision of the  
Commonwealth of Virginia**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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.

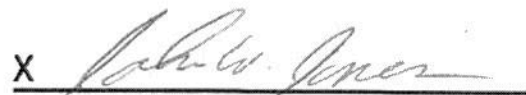
By the award of this contract based on your dealership's bid for Solicitation Number 22-05-0917, all terms and conditions set forth in the Invitation for Bids are incorporated herein by reference and agreed to by the Contractor and the Virginia Sheriffs' Association.

X   
Signature of Authorized Representative

X Leah D. Arnold  
Printed Name of Authorized Representative

X Sheehy Ford of Richmond, Inc  
Contractor/Dealership Name (Please Print)

X 10/12/21  
Date

X   
Signature of VSA Executive Director

X John W. Jones  
Printed Name of VSA Executive Director

X 10/9/2021  
Date

## VSA Vehicle &amp; 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  
2023-2024 Rollover Agreement  
Bid 22-05-0917RR**

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 22-05-0917RR will be effective October 9, 2023 through October 8, 2024.

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 22-05-0917RR, 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 Leah Arnold  
Signature of Authorized Representative

X Leah Arnold  
Printed Name of Authorized Representative

X Sheehy Ford of Richmond, Inc  
Contractor/Dealership Name (Please Print)

X June 21, 2023  
Date

X John W. Jones  
Signature of VSA Executive Director

X JOHN W. JONES  
Printed Name of VSA Executive Director

X 10/9/23  
Date





## Virginia Public Body Procurement Worksheet

*The Virginia Sheriffs' Association's Vehicle Procurement Program is open to all public bodies within the Commonwealth of Virginia.  
For assistance with the worksheet and any questions regarding this Procurement Program please contact Anna Martin at (919) 459-1072.*

**Disclaimer:** Please contact awarded dealer before issuing purchase order. Pricing is subject to change.

Click on the dealer directory below for all contact information.

[Dealer Directory](#)

### Bid 22-05-0917-R Specification #139 **GAS ENGINE**

Awarded Dealer	Type of Vehicle	Zone	Base Unit Price
Sheehy Ford of Richmond	2023 Ford Police Interceptor Utility AWD (K8A)	Dogwood	\$37,579.00
Sheehy Ford of Richmond	2023 Ford Police Interceptor Utility AWD (K8A)	Colonial	\$37,400.00
Sheehy Ford of Richmond	2023 Ford Police Interceptor Utility AWD (K8A)	Heritage	\$37,400.00
Sheehy Ford of Richmond	2023 Ford Police Interceptor Utility AWD (K8A)	Chesapeake	\$37,281.00
Sheehy Ford of Richmond	2023 Ford Police Interceptor Utility AWD (K8A)	No Delivery	\$37,136.00

The 2023 Ford Police Interceptor Utility AWD (K8A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and VSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

**Purchasing Agency:** Fluvanna CSO- NT236104

**Color (Specify Color per Quantity):** Oxford White (YZ)

*Please use a separate worksheet per vehicle when ordering multiple vehicles with different options.*

Quantity	(Please select your zone from drop down menu below)	Unit Price	Qty Price
1	Heritage	\$37,400.00	\$ 37,400.00

*A quantity must be entered for all desired options below.*

*When ordering vehicles with the exact same options, please enter the number of vehicles as the quantity for all options below. For example, if you are ordering 2 vehicles enter 2 for all requested options)*

#### Order Code Add Options

1	Tail Lamp / Police Interceptor Housing Only: Pre-existing holes with standard twist lock sealed capability (does not include LED strobe)(eliminates need to drill housing assemblies)	86T	\$56.40	\$ 56.40
1	Remote Keyless	55F	Included	\$ -
1	Dark Car Feature – Courtesy lamps disabled when any door is opened	43D	\$23.50	\$ 23.50
1	Switchable Red/White Lighting in Cargo Area (deletes 3rd row overhead map light)	17T	\$47.00	\$ 47.00
1	Pre-wiring for grille LED lights, siren and speaker	60A	\$47.00	\$ 47.00
1	Spot Lamp – LED Bulb: Driver Only (Unity)	51R	\$371.30	\$ 371.30
1	Rear-Door controls Inoperable / Locks Inoperable (locks, handles and windows) Note: Not available with 52P. Note: Can manually remove window or door disable plate; Note: Locks/windows operable from driver's door switches with special tool	68G	\$70.50	\$ 70.50
1	Mirrors – Heated Sideview - Note: Not required when ordering BLIS® (heated mirror is included with BLIS®)	549	\$56.40	\$ 56.40
1	Reverse Sensing System	76R	\$258.50	\$ 258.50
1	Aux Air Conditioning - Note: Now available with Cargo Storage Vault (63V).	17A	\$573.40	\$ 573.40
1	100 Watt Siren/Speaker (includes bracket and pigtail)	18X	\$296.10	\$ 296.10
1	OBD - II Split Connector	61B	\$51.70	\$ 51.70

	Total Per Unit			\$ 39,251.80
	TRADE IN UNIT			
1	2014 Dodge Charger - 2C3CDXAG6EH309288		-\$2,200.00	\$ (2,200.00)
1	2016 Dodge Charger - 2C3CDXAT8GH163721		-\$4,800.00	\$ (4,800.00)
1	2016 Ford Interceptor Sedan - 1FAHP2MK2GG148356		-\$3,000.00	\$ (3,000.00)
	Exterior Color:			
	Oxford White	YZ		
	Total of All Units			\$ 29,251.80

*Next Steps: Please submit completed worksheet to contracted dealer to confirm all pricing as pricing is subject to change.  
 Original purchase order must be sent to contracted dealer.  
 A copy of all purchase orders must be sent to Kaylyn Mtiman at [kmitman@virginiasheriffs.org](mailto:kmitman@virginiasheriffs.org)*

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## Virginia Public Body Procurement Worksheet

*The Virginia Sheriffs' Association's Vehicle Procurement Program is open to all public bodies within the Commonwealth of Virginia.  
For assistance with the worksheet and any questions regarding this Procurement Program please contact Anna Martin at (919) 459-1072.*

**Disclaimer:** Please contact awarded dealer before issuing purchase order. Pricing is subject to change.

Click on the dealer directory below for all contact information.

[Dealer Directory](#)

### Bid 22-05-0917-R Specification #139

#### GAS ENGINE

Awarded Dealer	Type of Vehicle	Zone	Base Unit Price
Sheehy Ford of Richmond	2023 Ford Police Interceptor Utility AWD (K8A)	Dogwood	\$37,579.00
Sheehy Ford of Richmond	2023 Ford Police Interceptor Utility AWD (K8A)	Colonial	\$37,400.00
Sheehy Ford of Richmond	2023 Ford Police Interceptor Utility AWD (K8A)	Heritage	\$37,400.00
Sheehy Ford of Richmond	2023 Ford Police Interceptor Utility AWD (K8A)	Chesapeake	\$37,281.00
Sheehy Ford of Richmond	2023 Ford Police Interceptor Utility AWD (K8A)	No Delivery	\$37,136.00

The 2023 Ford Police Interceptor Utility AWD (K8A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and VSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

**Purchasing Agency:** Fluvanna CSO- NT236105

**Color (Specify Color per Quantity):** Oxford White (YZ)

*Please use a separate worksheet per vehicle when ordering multiple vehicles with different options.*

Quantity	(Please select your zone from drop down menu below)	Unit Price	Qty Price
1	Heritage	\$37,400.00	\$ 37,400.00

*A quantity must be entered for all desired options below.*

*When ordering vehicles with the exact same options, please enter the number of vehicles as the quantity for all options below. For example, if you are ordering 2 vehicles enter 2 for all requested options)*

#### Order Code Add Options

1	Tail Lamp / Police Interceptor Housing Only: Pre-existing holes with standard twist lock sealed capability (does not include LED strobe)(eliminates need to drill housing assemblies)	86T	\$56.40	\$ 56.40
1	Remote Keyless	55F	Included	\$ -
1	Dark Car Feature – Courtesy lamps disabled when any door is opened	43D	\$23.50	\$ 23.50
1	Switchable Red/White Lighting in Cargo Area (deletes 3rd row overhead map light)	17T	\$47.00	\$ 47.00
1	Pre-wiring for grille LED lights, siren and speaker	60A	\$47.00	\$ 47.00
1	Spot Lamp – LED Bulb: Driver Only (Unity)	51R	\$371.30	\$ 371.30
1	Rear-Door controls Inoperable / Locks Inoperable (locks, handles and windows) Note: Not available with 52P. Note: Can manually remove window or door disable plate; Note: Locks/windows operable from driver's door switches with special tool	68G	\$70.50	\$ 70.50
1	Mirrors – Heated Sideview - Note: Not required when ordering BLIS® (heated mirror is included with BLIS®)	549	\$56.40	\$ 56.40
1	Reverse Sensing System	76R	\$258.50	\$ 258.50
1	Aux Air Conditioning - Note: Now available with Cargo Storage Vault (63V).	17A	\$573.40	\$ 573.40
1	100 Watt Siren/Speaker (includes bracket and pigtail)	18X	\$296.10	\$ 296.10
1	OBD - II Split Connector	61B	\$51.70	\$ 51.70

	Total Per Unit			\$ 39,251.80
	TRADE IN UNIT			
1	2014 Dodge Charger - 2C3CDXAG8EH309289		-\$1,500.00	\$ (1,500.00)
1	2014 Dodge Charger - 2C3CDXAG4EH145166		-\$1,500.00	\$ (1,500.00)
1	2014 Ford F150 Super Cab - 1FTFX1EF5EKE58105		-\$8,000.00	\$ (8,000.00)
	Exterior Color:			
	Oxford White	YZ		
	Total of All Units			\$ 28,251.80

**Next Steps:** Please submit completed worksheet to contracted dealer to confirm all pricing as pricing is subject to change.  
 Original purchase order must be sent to contracted dealer.  
 A copy of all purchase orders must be sent to Kaylyn Mtiman at [kmitman@virginiasheriffs.org](mailto:kmitman@virginiasheriffs.org)

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# 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.

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### 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, 2<sup>nd</sup> 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 M**

<b>MEETING DATE:</b>	November 1, 2023				
<b>AGENDA TITLE:</b>	Temporary Staff Stipend for Additional Duties (Frazier)				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors to approve a temporary stipend for Nancy Frazier, Deputy Clerk I at the rate of \$75.00 per pay period/ \$150.00 per month, retroactive to August 1, 2023, with such funds to come from the FY23 personnel contingency budget.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Donna Snow, Director of Human Resources				
<b>PRESENTER(S):</b>	Donna Snow, Director of Human Resources				
<b>RECOMMENDATION:</b>	I recommend approval of the motion as stated above.				
<b>TIMING:</b>	Effective 8/1/2023				
<b>DISCUSSION:</b>	Ms. Frazier has been covering a majority of the additional duties of the vacant Deputy Clerk I for lands records since May 2023 and will be assisting until the position is filled. In addition to these additional responsibilities, Ms. Frazier will continue with her regular job tasks as Deputy Clerk I probate manager. I am recommending approval of a \$75 stipend per pay period/\$ 150.00 per month to compensate her for the extra responsibilities.				
<b>FISCAL IMPACT:</b>	A \$75 stipend per pay period/\$150.00 per month, will come from the FY23 personnel contingency budget.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	None				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		X		X	<b>COAD</b>



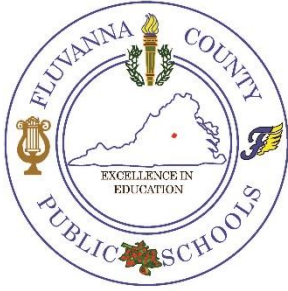
**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

TAB N

<b>MEETING DATE:</b>	November 1, 2023				
<b>AGENDA TITLE:</b>	FY24 FCPS Grants Supplemental Appropriation				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve a supplemental appropriation of \$26,878.04 to the Fluvanna County Public Schools FY24 budget for funds received from State and Local revenue sources.</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, list goals(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Tori Melton, Director of Finance Brenda Gilliam, Executive Director for Instruction and Finance				
<b>PRESENTER(S):</b>	Brenda Gilliam, Executive Director for Instruction and Finance				
<b>RECOMMENDATION:</b>	I recommend approval of the motion as stated above.				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	Fluvanna County Public Schools has received \$26,878.04 in new FY24 grant funding from State and Local revenue sources that were not included in the FY24 budget. The supplemental appropriation breakdown is provided on the FCPS request enclosed. The below tables show the change in the FY24 FCPS budget:				
		<b>FY24 Adopted</b>	<b>FY24 Revised</b>	<b>FY24 Request</b>	<b>FY24 Revised (NEW Total)</b>
	<b>Local - County</b>	21,928,526	-	-	21,928,526
	<b>Other Local</b>	450,000	103,428.84	-	553,428.84
	<b>State</b>	28,367,172	3,595,566.23	26,878.04	31,989,616.27
	<b>Federal</b>	2,494,800	-	-	2,494,800
	<b>TOTAL</b>	53,240,498	3,698,995.07	26,878.04	56,966,371.11
<b>FISCAL IMPACT:</b>	Approval of this supplemental appropriation will authorize staff to increase the Revenue and Expenditures by \$26,878.04 as outlined in the above table.  There is no local County match required for these funds. In addition, this request is not for County Local funding carryover. Any requests for County Local funding carryovers will not occur until December 2023.				

<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	FCPS Supplemental Appropriation Request				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		X			





## FLUVANNA COUNTY PUBLIC SCHOOLS

14455 JAMES MADISON HIGHWAY  
PALMYRA, VIRGINIA 22963

Phone: (434) 589-8208 Fax: (434) 589-2248

TO: Eric Dahl, County Administrator, Fluvanna County

FROM: Brenda Gilliam, Executive Director for Instruction and Finance

Cc: Dr. Peter Gretz, Superintendent Fluvanna County Public Schools  
Dr. Don Stribling, Executive Director Fluvanna County Public Schools  
Tori Melton, Fluvanna County, Finance Director

DATE: October 23, 2023

RE: Supplemental Appropriation Request

Fluvanna County Public Schools has received grants from State sources that were not included in the FY2024 budget.

It is requested the funds be appropriated to the Schools as an increase in funds as outlined below:

State- \$26,878.04  
Federal- \$0.00  
Other Local- \$0.00  
**Total= \$26,878.04**

Funding Source	Year	Type	Category	Amount	Expiration
Career and Technical Education State Equipment	2024	State	Instruction	<b>\$8,468.17</b>	6/30/2024
Additional CTE Equipment	2024	State	Instruction	<b>\$6,569.35</b>	6/30/2024
Industry Credentialing Exams	2024	State	Instruction	<b>\$5,811.16</b>	6/30/2024
Industry Credentialing Exams- STEM-H	2024	State	Instruction	<b>\$2,182.24</b>	6/30/2024
Workplace Readiness Skills for the Commonwealth	2024	State	Instruction	<b>\$1,347.12</b>	6/30/2024
National Board Certification	2024	State	Instruction	<b>\$2,500.00</b>	06/30/2024
				<b>\$26,878.04</b>	

The Fluvanna County School Board is committed to nondiscrimination with regard to sex, sexual orientation, gender, gender identity, race, color, national origin, disability, religion, ancestry, age, marital status, pregnancy, childbirth or related medical conditions, status as a veteran, genetic information or any other characteristic protected by law. This commitment prevails in all of its policies and practices concerning staff, students, educational programs and services, and individuals and entities with whom the Board does business. Mr. Don Stribling, Executive Director for Human Resources, Operations, and Student Services, is designated as the responsible person (Compliance Officer) regarding assurances of nondiscrimination. Any complaint alleging discrimination based on a disability shall be directed to Ms. Jennifer Valentine, Director of Special Education (the Section 504 Coordinator). Both may be reached at the following address: 14455 James Madison Highway, Palmyra, VA 22963; telephone (434) 589-8208. The Fluvanna County School Board is an Equal Opportunity Employer.





# Capital Reserve Maintenance Fund Request

**TAB O**

**MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of \$37,079.00 for the purpose(s) of:**  
**Lower Court Clerks Office Mold Remediation - Room Tear Down and Rebuild**

### Section 1 - REQUEST

Requesting Department/Agency <b>Public Works - PW24-002</b>	Dept/Agency Contact <b>Dale Critzer</b>	Date of Request <b>10/16/2023</b>
Phone <b>(434) 591-1925</b>	Fax <b>(434) 591-1924</b>	Fiscal Year <b>FY24</b>

Reserve Fund Purpose Category: **Unexpected facility repairs or replacements**

Description of Project/Repair	Qty	Unit Price	Total Price
<b>Professional Spore and Air Testing coupled with Mitigation</b>	1	\$16,565.00	\$16,565.00
<b>Storm Drain Repair</b>	1	\$7,375.00	\$7,375.00
<b>Build Back from Mitigation plus 2 New Desks ( water damaged )</b>	1	\$11,639.00	\$11,639.00
<b>Contingency For Unforeseen Damages</b>	1	\$1,500.00	\$1,500.00

**Total Request: \$37,079.00**

Description and justification for proposed use.

**Faulty roof drain resulted in surface and air testing, mitigation and removal of water damaged sheet rock, VCT flooring and office furniture. The roof drain was repaired. New sheet rock, painting and flooring were installed. The office furniture was replaced .**

Department/Agency Head Name <b>Calvin Hickman</b>	Signature <b>Calvin Hickman</b> <small>Digitally signed by Calvin Hickman Date: 2023.10.16 14:40:26 -04'00'</small>	Date <b>10/16/2023</b>
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### Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director <b>Tori Melton</b> <small>Digitally signed by Tori Melton Date: 2023.10.17 08:26:39 -04'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator <b>Eric Dahl</b> <small>Digitally signed by Eric Dahl Date: 2023.10.27 08:21:42 -04'00'</small>	Date

### Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

<b>MEETING DATE:</b>	Nov 1, 2023				
<b>AGENDA TITLE:</b>	Region Ten Operational Agreements for Opioid Abatement Authority Awards				
<b>MOTION(s):</b>	I move the Board of Supervisors approve a cooperative partnership with Region Ten Community Services Board, for i) Community Outreach Program based at Region Ten’s Blue Ridge Center, and ii) Crisis Intervention Team Assessment Center (CITAC) Expansion and Crisis Response, cooperative funding provided by grants from the Opioid Abatement Authority. I further move the Board authorize the County Administrator to execute the Operational Agreements for Cooperative Partnerships for Opioid Abatement Authority Award, approved as to form by the County Attorney.				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Kelly Harris, Assistant County Administrator				
<b>PRESENTER(S):</b>	Kelly Harris, Assistant County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Normal				
<b>DISCUSSION:</b>	<p>In May 2023, Region Ten Region Ten submitted grant proposals to the Opioid Abatement Authority to expand opioid abatement programming in its service area, which includes Fluvanna County.</p> <p>Fluvanna County provided a resolution of support for the Grant Proposal on May 3, 2023.</p> <p>The funds awarded will serve the counties of Albemarle, Nelson, Fluvanna, Greene, Louisa, and the City of Charlottesville.</p> <p>Albemarle County will operate as the Fiscal Agent for the cooperative partnership. No local funds are requested in this proposal.</p>				
<b>FISCAL IMPACT:</b>	None.				
<b>POLICY IMPACT:</b>	None.				
<b>LEGISLATIVE HISTORY:</b>	Resolution of Support, May 3, 2023.				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Resolution 15-2023 - Resolution In Support Of A Grant Application to the Opioid Abatement Authority to Fund Opioid Abatement Programming</li> <li>• Operational Agreement for Cooperative Partnership: Community Outreach</li> <li>• Operational Agreement for Cooperative Project: CITAC Expansion</li> <li>• OAA Revised Budget</li> </ul>				

<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other

## Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Awards

This Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Awards (“Agreement”) is entered into on the 27<sup>th</sup> day of September, 2023, by the County of Albemarle, County of Nelson, County of Fluvanna, County of Greene, County of Louisa, the City of Charlottesville, and Region Ten Community Services Board (the “Partners”).

WHEREAS, the Partners developed and jointly submitted an application for cooperative partnership funding from the Virginia Opioid Abatement Authority (OAA), CITAC Expansion and Crisis Response, which includes the following objectives:

### **CITAC Expansion and Crisis Response:**

- Provide support, assessment and response to people who are experiencing a psychiatric emergency in a respectful, confidential setting.
- For the CITAC Expansion, RTCSB will provide emergency assessment for psychiatric hospitalization and work to obtain law enforcement transfer of custody for people who are under an Emergency Custody Order (ECO) and in need of an assessment for inpatient psychiatric hospitalization. RTCSB will also provide information, education, and resources to everyone who is served to abate the opioid epidemic through prevention efforts and provide evidence-based and evidence-informed treatment and connect people who have SUD concerns to longer term treatment.
- For the Crisis Response 23-hour bed program, RTCSB will provide programming for situations where a person appears to be actively under the influence of substances and/or at risk for harm to self or others but does not require admission to an inpatient setting. This program will include harm reduction activities such as providing access to Rapid REVIVE overdose prevention training, as well as distribution of Narcan and fentanyl test strips.

WHEREAS, the OAA approved the Partners’ application for this cooperative partnership project; and

WHEREAS, the Partners now intend to formalize the Cooperative Partnership;

NOW THEREFORE, the Partners hereto do mutually agree as follows:

## 1. TERM

The Term of this Agreement shall begin on the date on which this Agreement has been executed and finalized by the Partners and shall remain in full force and effect until June 30, 2024. Should the OAA renew the award for the Cooperative Partnership for fiscal year 2025, this Agreement shall automatically renew on July 1, 2024 for an additional one-year term. Automatic renewals shall continue on an annual basis with each OAA award renewal until June 30, 2028, unless or until the Partners agree not to request a renewal of the award, or the OAA declines to renew the award.

## 2. FISCAL AGENT

The Partners agree that County of Albemarle shall serve as the fiscal agent for the Cooperative Partnership. The fiscal agent shall receive and manage all funding awarded by the OAA directly to the Cooperative Partnership. The Partners agree to transmit to the fiscal agent all portions of their direct distributions of funds from the settlement administrator and/or individual distributions awarded by the OAA that have been pledged to the Cooperative Partnership, and the fiscal agency shall receive and manage those funds as well. The fiscal agent shall be responsible for assuring proper fiscal management of and accounting for all grant money awarded to the Cooperative Partnership. The fiscal agent shall also be responsible for submitting all reports required by the OAA, including but not limited to, financial reports, performance reports, budget amendments, and grant closeout final reports, on behalf of the Cooperative Partnership.

## 3. USE OF GRANT FUNDS

The Partners agree that all funds distributed to the Cooperative Partnership from the OAA shall only be used in compliance with Virginia Code § 2.2-2370 and any guidance



issued by the OAA regarding the foregoing. The Partners also agree that all funds distributed to the Cooperative Partnership from the OAA shall only be used in compliance with the Virginia Opioid Abatement Authority Grant Awards Terms and Conditions for Awards to Cooperative Projects Involving Multiple Cities and/or Counties. Additionally, the Partners agree that the primary mission of the Cooperative Partnership shall not conflict with the OAA's mission as it is defined in Virginia Code § 2.2-2366.

Specifically, the Partners agree that all funds awarded to the Cooperative Partnership from the OAA shall be used only for expenses related to the objectives listed on page 1 of this Agreement. All funds awarded to the Cooperative Partnership shall be used only for direct costs that can be specifically identified and attributed to the Cooperative Project and/or the Cooperative Project's measurable activities.

#### **4. STANDARDS OF PARTNERSHIP EFFORTS**

The Partners agree that they shall collaborate to establish policies, guidelines, and standards for implementation of any and all parts of the Cooperative Partnership. Such policies, guidelines, and standards shall be documented and revised by agreement of the Partners as necessary. The Partners further agree to follow all policies, guidelines, and standards established by the Cooperative Partnership when undertaking any action related to or to implement any and all parts of the Cooperative Partnership.

#### **5. BUDGET FOR COOPERATIVE PARTNERSHIP**

The Partners agree that no purchase or expenditure made by a participating locality in furtherance of the Cooperative Partnership shall exceed the budget and revenue matches outlined in the Partners' cooperative partnership application, which is included herein as Exhibit 1. Should the budget or revenue matches for the Cooperative

Partnership be modified or amended through future renewal applications to the OAA, such modified or amended budget and revenue matches shall control.

The Partners agree to present any proposed budget or revenue match modification or amendment to the fiscal agent. No modification or amendment shall be made to the Cooperative Partnership's proposed budget or revenue matches without full agreement of the participating localities.

## 6. STAFFING

The Partners agree that other individuals may be hired and employed as part of the Cooperative Partnership by any of the participating jurisdictions, as outlined in Exhibit 1. The Partners shall collaborate to develop written hiring criteria and performance standards for each job position developed as part of the Collaborative Partnership, which shall be adhered to by the Partners in their hiring, supervision, and evaluation of any employee. The Partners shall be solely responsible for the actions of their respective employees.

Requests for reimbursement or payment of any salary, benefits, or other expenses related to the hiring and employment of individuals as part of the Cooperative Partnership from the funds distributed by the OAA shall be submitted to the fiscal agent. Only those staffing positions and their related expenses outlined in Exhibit 1 shall be eligible for reimbursement or payment from funding awarded for the Cooperative Partnership. Such requests for reimbursement shall not exceed the budgeted agreement as outlined in Exhibit 1. The fiscal agent in collaboration with the Partners, shall determine the necessary documentation that must be submitted in support of any reimbursement request. Whether any request for reimbursement or payment is a direct

cost and therefore reimbursable under the terms of the OAA grant shall be determined by the fiscal agent. Only those positions outlined in Exhibit 1 shall be eligible.

## 7. PURCHASES

The Partnership agrees that any jurisdiction participating in the Cooperative Partnership may make purchases in furtherance or in relation to the Cooperative Partnership, including, but not limited to, personnel costs. Requests for reimbursement or payment of such purchases from the funds distributed by the OAA shall be submitted to the fiscal agent within thirty (30) days. Only those purchases that fall within the described expenses in Exhibit 1 shall be eligible for reimbursement or payment from funding awarded for the Cooperative Partnership. Such requests for reimbursement shall not exceed the budgeted agreement as outlined in Exhibit 1. The fiscal agent, in collaboration with the Partnership, shall determine the necessary documentation that must be submitted in support of any reimbursement request. Whether any request for reimbursement or payment is a direct cost and therefore reimbursable under the terms of the OAA grant shall be determined by the fiscal agent.

The Partnership shall agree in advance to the use of a competitive grant or bid process for purchasing any goods or services in furtherance of the Cooperative Partnership. Should the Partnership agree to the use of a competitive grant or bid process, the fiscal agent shall be responsible for pursuing such process on behalf of the Partnership and shall ensure that any procurement contract is consistent with the procurement standards set forth in the Virginia Public Procurement Act, Virginia Code § 2.2-4300 *et seq.*

## 8. REPORTING

The Partnership agrees to provide all performance data, financial data, and any other data and information related to the Cooperative Partnership at the request of the fiscal agent in furtherance of its reporting obligations for the Cooperative Partnership. Should a Partner fail to provide any data or information requested, the fiscal agent reserves the right to withhold payment of any reimbursement requests for costs or expenditures made in furtherance of the Cooperative Partnership until such information is provided.

## 9. AUDITS

The Partnership shall maintain full and accurate records with respect to all matters covered under this Agreement and any terms or conditions imposed by the OAA in relation to the Cooperative Partnership. Upon reasonable notice in writing, the fiscal agent, or a representative thereof, shall have the right to inspect and audit each Partner's records, and each Partner shall provide the fiscal agent access to all its records which relate directly or indirectly to this Agreement and the Cooperative Partnership at each Partner's place of business during regular business hours. The Partnership agrees to retain all records pertaining to this Agreement and the Cooperative Partnership and shall make them available to the fiscal agent upon request for five (5) complete calendar years following expiration of this Agreement. The Partnership agrees to provide such assistance as may be necessary to facilitate the fiscal agent's inspection or audit to ensure compliance with applicable standards.

If an inspection or audit pursuant to this section discloses that services provided or purchases made by a Partner were not consistent with the objectives of the Cooperative Partnership, not in compliance with Virginia Code § 2.2-2370 and any guidance issued by

necessary to provide sufficient coverage for their employees and property related to the Cooperative Partnership. The Partnership further agrees that they each shall be responsible for their own risk management of their employees and property related to the Cooperative Partnership.

### 13. ENFORCEMENT

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its conflict of law provisions. Exclusive jurisdiction and venue for any litigation arising out of or involving this Agreement shall be in the Circuit Court of County of Albemarle.

### 14. NOTIFICATION

All notices required by this Agreement shall be directed to the following for each Partner:

<b>Albemarle County</b>		<b>Nelson County</b>	
Name:	Kaki Dimock	Name:	Candice McGarry
Title:	Chief Human Services Officer	Title:	Nelson County Administrator
Address:	1600 Fifth Street, Charlottesville, VA 22902	Address:	P.O. Box 336 Lovingston, VA 22949
Phone:	434-971-4011 ext. 3177	Phone:	434-263-7000
Email:	kdimock@albemarle.org	Email:	CMcgarry@nelsoncounty.org
<b>Louisa County</b>		<b>Greene County</b>	
Name:	Christian Goodwin	Name:	Brenda Garton
Title:	Louisa County Administrator	Title:	Greene County Administrator
Address:	1 Woolfolk Avenue, Ste 301, Louisa, VA 23093	Address:	40 Celt Road, Stanardsville, VA 22973
Phone:	540-967-3400	Phone:	434-985-5201
Email:	cgoodwin@louisa.org	Email:	<a href="mailto:bgarton@gcva.us">bgarton@gcva.us</a>
<b>City of Charlottesville</b>		<b>Fluvanna County</b>	
Name:	Samuel Sanders	Name:	Eric M. Dahl
Title:	City Manager	Title:	Fluvanna County Administrator
Address:	605 E. Main St, Charlottesville VA, 22902	Address:	132 Main St, Palmyra, VA 22963
Phone:	434-970-3101	Phone:	434-591-1910 ext. 1058

the OAA, or not in compliance with the terms and conditions of this Agreement, the Partner shall refund any reimbursement received for any such services or purchases within thirty (30) days of the fiscal agent's request. If the Partner disagrees with the fiscal agent's determination, the Partner may request in writing reconsideration by all Partners to the Cooperative Partnership within thirty (30) days of the fiscal agent's decision.

#### **10. COMPLIANCE WITH LAW AND POLICY**

The Partnership shall at all times comply with all applicable laws, rules, regulations, and ordinances. Each Partner shall work within its jurisdiction's policies and mandates. Nothing contained in this Agreement shall supersede the statutes, rules, employer policies, and regulations that govern each Partner. To the extent that any provision of this Agreement is inconsistent with any such statute, rule, employer policy, or regulation, the statute, rule, employer policy, or regulation shall prevail.

#### **11. WAIVER**

The failure of any Partner to enforce any of the provisions of this Agreement, or any rights with respect hereto, will in no way be considered a waiver of such provisions or rights, and in no way will it affect the validity of this Agreement. The failure of any Partner to enforce any of such provisions or rights will not prejudice such Partner from later enforcing or exercising the same or any other provisions or rights which it may have under this Agreement.

#### **12. INSURANCE/RISK MANAGEMENT**

The Partnership agrees that they each shall be responsible for maintaining all insurance policies from and after the date on which this Agreement is finalized that are

necessary to provide sufficient coverage for their employees and property related to the Cooperative Partnership. The Partnership further agrees that they each shall be responsible for their own risk management of their employees and property related to the Cooperative Partnership.

### 13. ENFORCEMENT

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its conflict of law provisions. Exclusive jurisdiction and venue for any litigation arising out of or involving this Agreement shall be in the Circuit Court of County of Albemarle.

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<b>Albemarle County</b>		<b>Nelson County</b>	
Name:	Kaki Dimock	Name:	Candice McGarry
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Phone:	434-971-4011 ext. 3177	Phone:	434-263-7000
Email:	kdimock@albemarle.org	Email:	CMcgarry@nelsoncounty.org
<b>Louisa County</b>		<b>Greene County</b>	
Name:	Christian Goodwin	Name:	Brenda Garton
Title:	Louisa County Administrator	Title:	Greene County Administrator
Address:	1 Woolfolk Avenue, Ste 301, Louisa, VA 23093	Address:	40 Celt Road, Stanardsville, VA 22973
Phone:	540-967-3400	Phone:	434-985-5201
Email:	cgoodwin@louisa.org	Email:	<a href="mailto:bgarton@gcva.us">bgarton@gcva.us</a>
<b>City of Charlottesville</b>		<b>Fluvanna County</b>	
Name:	Samuel Sanders	Name:	Eric M. Dahl
Title:	City Manager	Title:	Fluvanna County Administrator
Address:	605 E. Main St, Charlottesville VA, 22902	Address:	132 Main St, Palmyra, VA 22963
Phone:	434-970-3101	Phone:	434-591-1910 ext. 1058

Email:	sanderss@charlottesville.gov	Email:	<a href="mailto:edahl@fluvannacounty.org">edahl@fluvannacounty.org</a>
	<b>Region Ten Community Services Board</b>		
Name:	Lisa Beitz		
Title:	Executive Director		
Address:	500 Old Lynchburg Road, Charlottesville VA 22902		
Phone:	434-972-1800		
Email:	Lisa.Beitz@regionten.org		

#### 15. TRANSFER AND ASSIGNMENT

The Partnership shall not, voluntarily or involuntarily, by operation of law or otherwise, transfer or assign this Agreement or any rights hereunder.

#### 16. COUNTERPARTS

This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted as an attachment to an email, and any such signature shall have the same legal effect as an original.

#### 17. ENTIRE AGREEMENT

The terms of this Agreement constitute the entire agreement of the Partnership relating to the subject matter hereof. All prior negotiations, representations and agreements relating to the subject matter hereof between the Partnership are merged herein. This Agreement may be modified or amended only by written instrument executed by all Partnership.

This Agreement is not intended to amend any existing contracts or other agreements between the Partnership.



IN WITNESS WHEREOF, the Partnership has executed this Agreement effective as of the date of execution.

**CITY/COUNTY NAME,  
VIRGINIA**

By: Albemarle County

Name: Jeffrey Richardson

Title: Albemarle County Administrator

Date:

Signature:

**CITY/COUNTY NAME,  
VIRGINIA**

By: Nelson County

Name: Candice McGarry

Title: Nelson County Administrator

Date:

Signature:

**CITY/COUNTY NAME,  
VIRGINIA**

By: Louisa County

Name: Christian Goodwin

Title: Louisa County Administrator

Date:

Signature:

**CITY/COUNTY NAME,  
VIRGINIA**

By: Greene County

Name: Brenda Garton

Title: Greene County Administrator

Date:

Signature:

**CITY/COUNTY NAME,  
VIRGINIA**

By: Fluvanna County

Name: Eric M. Dahl

Title: Fluvanna County Administrator

Date:

Signature:

**CITY/COUNTY NAME,  
VIRGINIA**

By: City of Charlottesville

Name: Samuel Sanders

Title: City Manager

Date:

Signature:

**REGION TEN COMMUNITY SERVICES BOARD**

Name: Lisa Beitz

Title: Executive Director

Date:

Signature:

## Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Awards

This Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Awards (“Agreement”) is entered into on the 27<sup>th</sup> day of September, 2023, by the County of Albemarle, County of Nelson, County of Fluvanna, County of Greene, County of Louisa, the City of Charlottesville, and Region Ten Community Services Board (the “Partners”).

WHEREAS, the Partners developed and jointly submitted an application for cooperative partnership funding from the Virginia Opioid Abatement Authority (OAA), Community Outreach, which includes the following objectives:

### **Community Outreach program based at Region Ten’s Blue Ridge Center (BRC):**

- Provide community outreach and support by responding to people in the community at the right time, in the right setting, with behavioral health expertise to support, engage, and link to appropriate longer-term services that prevent and treat OUD and other substance use concerns.
- Through this program RTCSB will respond to local incidents, provide episodic support for disconnected individuals not functioning well in the community, and outreach community members who would benefit from a high touch team to engage in services. RTCSB will also provide harm reduction efforts including Rapid REVIVE training, as well as distribution of Narcan and fentanyl test strips.
- Initially the team will work as part of the day program at Region Ten’s Blue Ridge Center. With additional funding and staff, there will be an identified outreach team for each locality served by RTCSB.

WHEREAS, the OAA approved the Partners’ application for this cooperative partnership project; and

WHEREAS, the Partners now intend to formalize the Cooperative Partnership;

NOW THEREFORE, the Partners hereto do mutually agree as follows:

### **1. TERM**

The Term of this Agreement shall begin on the date on which this Agreement has been executed and finalized by the Partners and shall remain in full force and effect until June 30, 2024. Should the OAA renew the award for the Cooperative Partnership for fiscal year 2025, this Agreement shall automatically renew on July 1, 2024 for an additional one-year term. Automatic renewals shall continue on an annual basis with each OAA award renewal until June 30, 2028, unless or until the Partners agree not to request a renewal of the award, or the OAA declines to renew the award.

## **2. FISCAL AGENT**

The Partners agree that County of Albemarle shall serve as the fiscal agent for the Cooperative Partnership. The fiscal agent shall receive and manage all funding awarded by the OAA directly to the Cooperative Partnership. The Partners agree to transmit to the fiscal agent all portions of their direct distributions of funds from the settlement administrator and/or individual distributions awarded by the OAA that have been pledged to the Cooperative Partnership, and the fiscal agency shall receive and manage those funds as well. The fiscal agent shall be responsible for assuring proper fiscal management of and accounting for all grant money awarded to the Cooperative Partnership. The fiscal agent shall also be responsible for submitting all reports required by the OAA, including but not limited to, financial reports, performance reports, budget amendments, and grant closeout final reports, on behalf of the Cooperative Partnership.

## **3. USE OF GRANT FUNDS**

The Partners agree that all funds distributed to the Cooperative Partnership from the OAA shall only be used in compliance with Virginia Code § 2.2-2370 and any guidance issued by the OAA regarding the foregoing. The Partners also agree that all funds

distributed to the Cooperative Partnership from the OAA shall only be used in compliance with the Virginia Opioid Abatement Authority Grant Awards Terms and Conditions for Awards to Cooperative Projects Involving Multiple Cities and/or Counties. Additionally, the Partners agree that the primary mission of the Cooperative Partnership shall not conflict with the OAA's mission as it is defined in Virginia Code § 2.2-2366.

Specifically, the Partners agree that all funds awarded to the Cooperative Partnership from the OAA shall be used only for expenses related to the objectives listed on page 1 of this Agreement. All funds awarded to the Cooperative Partnership shall be used only for direct costs that can be specifically identified and attributed to the Cooperative Project and/or the Cooperative Project's measurable activities.

#### **4. STANDARDS OF PARTNERSHIP EFFORTS**

The Partners agree that they shall collaborate to establish policies, guidelines, and standards for implementation of any and all parts of the Cooperative Partnership. Such policies, guidelines, and standards shall be documented and revised by agreement of the Partners as necessary. The Partners further agree to follow all policies, guidelines, and standards established by the Cooperative Partnership when undertaking any action related to or to implement any and all parts of the Cooperative Partnership.

#### **5. BUDGET FOR COOPERATIVE PARTNERSHIP**

The Partners agree that no purchase or expenditure made by a participating locality in furtherance of the Cooperative Partnership shall exceed the budget and revenue matches outlined in the Partners' cooperative partnership application, which is included herein as Exhibit 1. Should the budget or revenue matches for the Cooperative

Partnership be modified or amended through future renewal applications to the OAA, such modified or amended budget and revenue matches shall control.

The Partners agree to present any proposed budget or revenue match modification or amendment to the fiscal agent. No modification or amendment shall be made to the Cooperative Partnership's proposed budget or revenue matches without full agreement of the participating localities.

## 6. STAFFING

The Partners agree that other individuals may be hired and employed as part of the Cooperative Partnership by any of the participating jurisdictions, as outlined in Exhibit 1. The Partners shall collaborate to develop written hiring criteria and performance standards for each job position developed as part of the Collaborative Partnership, which shall be adhered to by the Partners in their hiring, supervision, and evaluation of any employee. The Partners shall be solely responsible for the actions of their respective employees.

Requests for reimbursement or payment of any salary, benefits, or other expenses related to the hiring and employment of individuals as part of the Cooperative Partnership from the funds distributed by the OAA shall be submitted to the fiscal agent. Only those staffing positions and their related expenses outlined in Exhibit 1 shall be eligible for reimbursement or payment from funding awarded for the Cooperative Partnership. Such requests for reimbursement shall not exceed the budgeted agreement as outlined in Exhibit 1. The fiscal agent in collaboration with the Partners, shall determine the necessary documentation that must be submitted in support of any reimbursement request. Whether any request for reimbursement or payment is a direct

cost and therefore reimbursable under the terms of the OAA grant shall be determined by the fiscal agent. Only those positions outlined in Exhibit 1 shall be eligible.

## 7. PURCHASES

The Partnership agrees that any jurisdiction participating in the Cooperative Partnership may make purchases in furtherance or in relation to the Cooperative Partnership, including, but not limited to, personnel costs. Requests for reimbursement or payment of such purchases from the funds distributed by the OAA shall be submitted to the fiscal agent within thirty (30) days. Only those purchases that fall within the described expenses in Exhibit 1 shall be eligible for reimbursement or payment from funding awarded for the Cooperative Partnership. Such requests for reimbursement shall not exceed the budgeted agreement as outlined in Exhibit 1. The fiscal agent, in collaboration with the Partnership, shall determine the necessary documentation that must be submitted in support of any reimbursement request. Whether any request for reimbursement or payment is a direct cost and therefore reimbursable under the terms of the OAA grant shall be determined by the fiscal agent.

The Partnership shall agree in advance to the use of a competitive grant or bid process for purchasing any goods or services in furtherance of the Cooperative Partnership. Should the Partnership agree to the use of a competitive grant or bid process, the fiscal agent shall be responsible for pursuing such process on behalf of the Partnership and shall ensure that any procurement contract is consistent with the procurement standards set forth in the Virginia Public Procurement Act, Virginia Code § 2.2-4300 *et seq.*

## 8. REPORTING

The Partnership agrees to provide all performance data, financial data, and any other data and information related to the Cooperative Partnership at the request of the fiscal agent in furtherance of its reporting obligations for the Cooperative Partnership. Should a Partner fail to provide any data or information requested, the fiscal agent reserves the right to withhold payment of any reimbursement requests for costs or expenditures made in furtherance of the Cooperative Partnership until such information is provided.

## 9. AUDITS

The Partnership shall maintain full and accurate records with respect to all matters covered under this Agreement and any terms or conditions imposed by the OAA in relation to the Cooperative Partnership. Upon reasonable notice in writing, the fiscal agent, or a representative thereof, shall have the right to inspect and audit each Partner's records, and each Partner shall provide the fiscal agent access to all its records which relate directly or indirectly to this Agreement and the Cooperative Partnership at each Partner's place of business during regular business hours. The Partnership agrees to retain all records pertaining to this Agreement and the Cooperative Partnership and shall make them available to the fiscal agent upon request for five (5) complete calendar years following expiration of this Agreement. The Partnership agrees to provide such assistance as may be necessary to facilitate the fiscal agent's inspection or audit to ensure compliance with applicable standards.

If an inspection or audit pursuant to this section discloses that services provided or purchases made by a Partner were not consistent with the objectives of the Cooperative Partnership, not in compliance with Virginia Code § 2.2-2370 and any guidance issued by



the OAA, or not in compliance with the terms and conditions of this Agreement, the Partner shall refund any reimbursement received for any such services or purchases within thirty (30) days of the fiscal agent's request. If the Partner disagrees with the fiscal agent's determination, the Partner may request in writing reconsideration by all Partners to the Cooperative Partnership within thirty (30) days of the fiscal agent's decision.

#### **10. COMPLIANCE WITH LAW AND POLICY**

The Partnership shall at all times comply with all applicable laws, rules, regulations, and ordinances. Each Partner shall work within its jurisdiction's policies and mandates. Nothing contained in this Agreement shall supersede the statutes, rules, employer policies, and regulations that govern each Partner. To the extent that any provision of this Agreement is inconsistent with any such statute, rule, employer policy, or regulation, the statute, rule, employer policy, or regulation shall prevail.

#### **11. WAIVER**

The failure of any Partner to enforce any of the provisions of this Agreement, or any rights with respect hereto, will in no way be considered a waiver of such provisions or rights, and in no way will it affect the validity of this Agreement. The failure of any Partner to enforce any of such provisions or rights will not prejudice such Partner from later enforcing or exercising the same or any other provisions or rights which it may have under this Agreement.

#### **12. INSURANCE/RISK MANAGEMENT**

The Partnership agrees that they each shall be responsible for maintaining all insurance policies from and after the date on which this Agreement is finalized that are

Email:	sanderss@charlottesville.gov	Email:	<a href="mailto:edahl@fluvannacounty.org">edahl@fluvannacounty.org</a>
	<b>Region Ten Community Services Board</b>		
Name:	Lisa Beitz		
Title:	Executive Director		
Address:	500 Old Lynchburg Road, Charlottesville VA 22902		
Phone:	434-972-1800		
Email:	Lisa.Beitz@regionten.org		

#### 15. TRANSFER AND ASSIGNMENT

The Partnership shall not, voluntarily or involuntarily, by operation of law or otherwise, transfer or assign this Agreement or any rights hereunder.

#### 16. COUNTERPARTS

This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted as an attachment to an email, and any such signature shall have the same legal effect as an original.

#### 17. ENTIRE AGREEMENT

The terms of this Agreement constitute the entire agreement of the Partnership relating to the subject matter hereof. All prior negotiations, representations and agreements relating to the subject matter hereof between the Partnership are merged herein. This Agreement may be modified or amended only by written instrument executed by all Partnership.

This Agreement is not intended to amend any existing contracts or other agreements between the Partnership.

IN WITNESS WHEREOF, the Partnership has executed this Agreement effective as of the date of execution.

**CITY/COUNTY NAME,  
VIRGINIA**

By: Albemarle County

Name: Jeffrey Richardson

Title: Albemarle County Administrator

Date:

Signature:

**CITY/COUNTY NAME,  
VIRGINIA**

By: Nelson County

Name: Candice McGarry

Title: Nelson County Administrator

Date:

Signature:

**CITY/COUNTY NAME,  
VIRGINIA**

By: Louisa County

Name: Christian Goodwin

Title: Louisa County Administrator

Date:

Signature:

**CITY/COUNTY NAME,  
VIRGINIA**

By: Greene County

Name: Brenda Garton

Title: Greene County Administrator

Date:

Signature:

**CITY/COUNTY NAME,  
VIRGINIA**

By: Fluvanna County

Name: Eric M. Dahl

Title: Fluvanna County Administrator

Date:

Signature:

**CITY/COUNTY NAME,  
VIRGINIA**

By: City of Charlottesville

Name: Samuel Sanders

Title: City Manager

Date:

Signature:

**REGION TEN COMMUNITY SERVICES BOARD**

Name: Lisa Beitz

Title: Executive Director

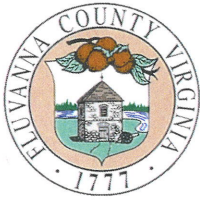
Date:

Signature:

Region Ten CSB: Crisis Response and CITAC Expansion						
EXPENSES	Justification	FY24	FY25	FY26	FY27	FY28
<b>Program Director</b>	1 FTE Director @ \$80,000					
Salary	\$80,000	\$ 60,000	\$88,000	\$96,800	\$106,480	\$117,128
Payroll taxes & Fringe	\$24,000	\$ 18,000	\$26,400	\$29,040	\$31,944	\$35,138
<b>Peer Support Staff</b>	2 FTE @ \$45,000 each					
Salary	\$90,000	\$ 67,500	\$99,000	\$108,900	\$119,790	\$131,769
Payroll taxes & Fringe	\$27,000	\$ 20,250	\$29,700	\$32,670	\$35,937	\$39,531
<b>LMHP</b>	2 FTE @ \$60,000 each					
Salary	\$120,000	\$ 90,000	\$132,000	\$145,200	\$159,720	\$175,692
Payroll taxes & Fringe	\$36,000	\$ 27,000	\$39,600	\$43,560	\$47,916	\$52,708
<b>LPN</b>	3 FTE @ \$50,000 each					
Salary	\$150,000	\$ 112,500	\$165,000	\$181,500	\$199,650	\$219,615
Payroll taxes & Fringe	\$45,000	\$ 33,750	\$49,500	\$54,450	\$59,895	\$65,885
<b>Case Manger/QMHP/Navigator</b>	2 FTE @ \$50,000 each					
Salary	\$100,000	\$ 75,000	\$110,000	\$121,000	\$133,100	\$146,410
Payroll taxes & Fringe	\$30,000	\$ 22,500	\$33,000	\$36,300	\$39,930	\$43,923
<b>Psychiatrist</b>	.25 FTE (\$185,000)					
Salary	\$46,250	\$ 34,688	\$50,875	\$55,963	\$61,559	\$67,715
Payroll taxes & Fringe	\$13,875	\$ 10,406	\$15,263	\$16,789	\$18,468	\$20,314
<b>ServeSafe Meal prep/planner</b>	.5 FTE (\$40,000)					
Salary	\$20,000	\$ 15,000	\$22,000	\$24,200	\$26,620	\$29,282
Payroll taxes & Fringe	\$6,000	\$ 4,500	\$6,600	\$7,260	\$7,986	\$8,785
<b>Transportation</b>	1 FTE @ \$48,000 each					
Salary	\$48,000	\$ 36,000	\$52,800	\$58,080	\$63,888	\$70,277
Payroll taxes & Fringe	\$14,400	\$ 10,800	\$15,840	\$17,424	\$19,166	\$21,083
<b>Law Enforcement Presence</b>	\$262,800	\$ 197,100	\$289,080	\$317,988	\$349,787	\$384,765
Salary	Hourly overtime rate of \$45 per hour for afterhours coverage					
Payroll taxes & Fringe	NA					
<b>Subtotal Program Operating Expenses</b>		\$ 834,994	\$ 1,224,658	\$ 1,347,123	\$ 1,481,836	\$ 1,630,019
<b>TOTAL EXPENSES</b>		\$ 834,994	\$ 1,224,658	\$ 1,347,123	\$ 1,481,836	\$ 1,630,019

TOTAL Budget	
Crisis Response & CITAC	\$ 834,994
Community Outreach	\$ 448,500
Total Expense	\$ 1,283,494





**BOARD OF SUPERVISORS**  
 County of Fluvanna  
 Palmyra, Virginia  
**RESOLUTION No. 15-2023**

**A RESOLUTION IN SUPPORT OF A GRANT APPLICATION TO THE  
 OPIOID ABATEMENT AUTHORITY TO FUND  
 OPIOID ABATEMENT PROGRAMMING**

**WHEREAS**, the Commonwealth of Virginia established in 2021 the Opioid Abatement Authority (OAA) to allocate and use proceeds from opioid-related settlements in the form of grants; and

**WHEREAS**, the mission of the Virginia Opioid Abatement Authority (OAA) is to abate and remediate the opioid epidemic in the Commonwealth through financial support in the form of grants, donations, or other assistance; and

**WHEREAS**, in November 2021 the County of Fluvanna signed a Memorandum of Understanding with the OAA in order to be included in allocations from the opioid-related settlements; and

**WHEREAS**, the OAA operates a financial assistance program to support certain cooperative partnerships of cities and/or counties in Virginia that implement regional efforts to treat, prevent, and reduce opioid use disorder and the misuse of opioids; and

**WHEREAS**, the Region Ten Community Services Board serves residents in the counties of Fluvanna, Albemarle, Greene, Louisa, and Nelson, and the City of Charlottesville; and

**WHEREAS**, the localities served by the Region Ten Community Services Board have committed to working together to develop and jointly submit an application for regional cooperative partnership funding from the OAA; and

**WHEREAS**, the Region Ten Community Services Board has drafted a proposal and seeks a total of \$1,711,325 in grant funding;

**WHEREAS**, the OAA will accept applications for fiscal year 2024 proposals until May 5, 2023; and

**NOW, THEREFORE, BE IT RESOLVED** that the Fluvanna County Board of Supervisors does hereby lend its support of an application to the Virginia Opioid Abatement Authority in order to create and expand programming for the abatement of opioid substance abuse.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors of Fluvanna County on this 3<sup>rd</sup> day of May 2023.

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

Attest:

*Mozell H. Booker*  
 \_\_\_\_\_  
 Mozell H. Booker, Chair  
 Fluvanna County Board of Supervisors





**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 & Resurfacing List
<input type="checkbox"/>	ARPA Fund Balance Memo
<input checked="" type="checkbox"/>	The Board of Supervisors Two Year Plan



## MEMORANDUM

**Date:** November 1, 2023  
**From:** Theresa McAllister – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY24 BOS Contingency Balance

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The FY24 BOS Contingency line balance is as follows:

<b>Beginning Original Budget:</b>	<b>\$146,615</b>
Less: Consulting Services Agreement with B.W. Murray, Inc. – Registrar – BOS Approval 07.05.23	-\$20,000
Less: Agreement with VDOT regarding “Watch for Children” signs – Public Works - BOS Approval 09.20.23	-850
Less: Annual Card Terminal Fees – Information Technology – BOS Approval 10.04.23	-2,736
<b>Available:</b>	<b>\$123,029</b>



## MEMORANDUM

**Date:** November 1, 2023  
**From:** Theresa McAllister – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY24 Capital Reserve Balances

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The FY24 Capital Reserve account balances are as follows:

### County Capital Reserve:

FY23 Carryover	\$540,987.90
<b>FY24 Budget Allocation:</b>	<b>\$250,000</b>
Add: Closed CRM Projects 07.24.23	6,477.05
Add: Closed CRM Projects 08.21.23	3,769.97
<b>FY24 Available:</b>	<b>\$801,234.92</b>

### Schools Capital Reserve:

FY23 Carryover	\$258,993.42
<b>FY24 Budget Allocation:</b>	<b>\$200,000</b>
Add: Closed CRM Projects 07.24.23	365.93
Add: Closed CRM Projects 08.21.23	3,071
Less: Quality CCTV Systems Abrams Academy. 09.06.23	-11,800
Less: Bluebird Buses. 09.06.23	-9,994.74
Less: Central Elementary Capital and Budget Electric. 09.20.23	-5,785
Less: HAVTECH at FCHS. 09.20.23	-12,861.39
<b>FY24 Available:</b>	<b>\$421,989.22</b>



## MEMORANDUM

**Date:** November 1, 2023  
**From:** Theresa McAllister– Management Analyst  
**To:** Board of Supervisors  
**Subject:** Unassigned Fund Balance

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<b>*FY23 Year End (Unaudited) Unassigned Fund Balance:</b>	<b>\$15,877,058</b>
Less: Palmyra Village Streetscape Project – BOS Approval 08.02.23	-118,169
<b>Current (Unaudited) Unassigned Fund Balance:</b>	<b>\$15,758,889</b>

\*Audited FY23 Year End Unassigned Fund Balance will be available upon Completion of the FY23 Comprehensive Annual Financial Report





**FLUVANNA COUNTY**

October 2023

**MAINTENANCE**

**The Palmyra and Zions Crossroads Area Headquarters for the month of September 2023.**

- Mowing of secondary routes-600,611,633,640,657, 662,670,676, 694,708,725,759
- Daylight signs Rte 6,15,53
- Debris Removal Rte 618
- Storm Debris Cleanup Rte 6,15,53,640,660
- Grade Rte 604,674,679,717,759,F192
- Ditching on Rte 608. Ditch Inspection Rte 639
- E&S Controls Rte 629

**LAND DEVELOPMENT & PERMITS**

**Aaron LeBeau,  
P.E.**

**Plans with outstanding comments or under review (Activity within last 90 days)**

- Bacons Point Minor, **Review Underway**
- Johnston & Co, **Review Underway**
- Taylor Minor Subdivision, **Review Underway**
- West River Road Self Storage, **Review Underway**
- Village Oaks Commercial Ctr, **Review Underway**
- Colonial Circle Gas Station, **Review Underway**

**Plans found acceptable**

Barber Final Plat

Dominion (2)

**LUP Permits Issued and Completed:**

- VDOT issued 7 permits in September 2023.
- VDOT closed 0 permits in September 2023.

## CONSTRUCTION

### Bridge Projects:

- **On-Call Bridge Maintenance Contract BRDG-967-457,N501 (UPC 115014) –**  
Scope: Bridge Maintenance (Various locations)  
Estimated Contract Completion Date: January 31,2024 (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)(Currently Inactive in the Area)
- **On-Call District Signal Contract 9999-967-527, C501 (119130)–** Various Locations Scope: Specific to each  
 Task order (Currently Inactive in the Area)  
Estimated Contract Completion Date: December 22, 2023 (T1)

### 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**

Thru truck restriction sign request at intersection of Route 600/618 on S Boston Road Request  
received on 7/11/2023

Status:Completed. Pending sign installation

Sign Request;Stop or Yield sign at Cedar Lane Rd.

Request Received on 9/6/2023

Status: In Progress

Guardrail Installation Request. Vicinity of S Boston Road & Broken Island Road.

Request Received on 9/6/2023

Status: In Progress



## The Board of Supervisors Two Year Plan – *Adopted September 21, 2022*

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
<b>A</b>		<b>SERVICE DELIVERY</b>			
<b>A1</b>		Work with FRA to identify support options for Fire and Rescue volunteers.		X	
<b>A2</b>		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
<b>A3</b>		Initiate comprehensive review of traffic throughout the county with a particular focus on high-traffic areas around the Lake Monticello community.		X	
<b>A4</b>		Community transportation options and alternatives.		X	Shared school buses/drivers providing transportation for county residents; TJPDC Rural Transportation work group; JAUNT
<b>A5</b>		Implement annual county volunteer recognition ceremony.		X	
<b>A6</b>		Design implementation plan for professional Fire Chief position.		X	
<b>B</b>		<b>COMMUNICATION</b>			
<b>B1</b>		Develop communication plan to inform residents of County projects, accomplishments, and where tax dollars are spent.		X	
<b>C</b>		<b>PROJECT MANAGEMENT</b>			
<b>C1</b>		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	
<b>D</b>		<b>COMMUNITY DEVELOPMENT &amp; ENRICHMENT</b>			
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		<b>FINANCIAL STEWARDSHIP AND EFFICIENCY</b>			

#	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	