



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Morris Room, Fluvanna County Admin Building,

June 3, 2020 at 4:00 pm

TAB AGENDA ITEMS

1 - CALL TO ORDER

2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

3 – ADOPTION OF AGENDA

4 – COUNTY ADMINISTRATOR’S REPORT

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 – PUBLIC HEARING

7 – ACTION MATTERS

- A Compressor Storage And Filling System With Self-Contained Breathing Apparatus Equipment – Cyndi Toler, Purchasing Officer
- B Ratify Advertisement for the Supplemental Appropriation of FY20 CARES Act Funding – Mary Anna Twisdale, Director of Finance
- C FY20 Budget CSA Purchase of Services Supplemental Appropriation – Bryan Moeller, CSA Coordinator
- D Ratify Advertisement of VRA Bond Pubic Hearing – ZXR Water/Sewer Project – Mary Anna Twisdale, Director Finance

7A – APPOINTMENTS

- E Board, Committee and Commission Appointments – Caitlin Solis, Clerk to the Board

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

- F PARC Projects Update – Aaron Spitzer, Director of Parks and Recreation
- G COVID-19 Update - County Operations – Eric Dahl, County Administrator

9 – CONSENT AGENDA

- H Minutes of May 20, 2020 – Caitlin Solis, Clerk to the Board
- I PSAP VESTA Call System for 911 – Cyndi Toler, Purchasing Officer
- J Commonwealth Attorney’s Office Paralegal Salary – Jessica Rice, HR Manager
- K FY20 Sheriff Department Insurance Claim – 2016 Ford Taurus VIN#8356 – Liz Mclver, Management Analyst
- L FY21 CSA Provider Agreement – Bryan Moeller, CSA Coordinator

10 – UNFINISHED BUSINESS

- M Local Allocations for Federal CARES Coronavirus Relief Funds – Eric Dahl, County Administrator

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

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13 – CLOSED MEETING

TBD

14 – ADJOURN



County Administrator Review

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*For the Hearing-Impaired – Listening device available in the Board of Supervisors Room upon request. TTY access number is 711 to make arrangements.
For Persons with Disabilities – If you have special needs, please contact the County Administrator's Office at 591-1910.*

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.

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

TAB A

MEETING DATE:	June 3, 2020				
AGENDA TITLE:	Compressor Storage And Filling System With Self-Contained Breathing Apparatus Equipment				
MOTION(s):	I move the Board of Supervisors approve the emergency contract with Safe Air Systems, Inc. for Compressor Storage and Filling System totaling \$162,062.00, and further authorize the County Administrator to execute the agreement, subject to approval as to form by the County Attorney.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<ul style="list-style-type: none"> • The County has an emergent need for Self-Contained Breathing Apparatus and related equipment as many of the County's units are beyond their expected useful life and their replacement is a matter of public safety and this procurement is conducted under 2.2-4303(F); Emergency Procurement. • In January 2020 Fluvanna applied for the Assistance to Firefighters Grant that if awarded would pay for the county to replace the SCBA's for the fire department. • Unfortunately we will not receive a decision on the grant quickly enough to ensure the safety of our volunteers. • If the grant is awarded to the county we will be reimbursed the amount of the award. \$818,000.00 was requested for the grant. • There is a CIP for this project in the amount of \$939,000 • The project is for the purchase of the Air compressor systems to be installed at each of the 4 fire stations • An RFP was issued on April 27 we received one submittal for the air compressor systems. After a negotiation with the supplier. We were able to get compressors within our needed budget. • In addition, there will need to be some electrical work done at Fork Union Fire station to prepare for the installation of the air compressor. The other fire stations already have the needed electrical hookups. 				
FISCAL IMPACT:	Original CIP: \$939,000.00 SCBA Contract: -\$767,568.94 Compressor Contract: -\$162,062.00 Remaining: \$9,369.06				

POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX	XX			

**CONTRACT BETWEEN THE COUNTY OF FLUVANNA AND SAFE AIR SYSTEMS,
INC., FOR COMPRESSOR STORAGE AND FILLING SYSTEM WITH SELF-
CONTAINED BREATHING APPARATUS EQUIPMENT**

This **Contract for Compressor Storage and Filling System with Self-Contained Breathing Apparatus Equipment** (collectively with all exhibits hereto, the “Contract”) dated this _____ day of _____, 2020 is between the **County of Fluvanna** (the “County”), a political subdivision of the Commonwealth of Virginia, and **Safe Air Systems, Inc.**, (“Contractor”), a North Carolina corporation authorized to transact business in Virginia, and is binding among and between these parties as of the date of the County’s signature. In consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

1. **Exhibits.** On April 27, 2020, the County issued Request for Proposals #2020-03 (together with all amendments thereto, if any, the “RFP”) for Compressor Storage and Filling System with Self-Contained Breathing Apparatus Equipment and other equipment and services (the “System”) as more specifically set out in such RFP attached hereto as **Exhibit 1**, which is incorporated herein as a material part of this Contract. The Contractor submitted a proposal in response to the RFP dated May 5, 2020 (the “Original Proposal”), which is attached hereto as **Exhibit 2** and is incorporated herein as a material part of this Contract. The Contractor and the County during negotiations agreed to revise that Quote #0082572 being Section 8 of the Proposal entitled “8. Proposal for compressors W/Trade-in Allowance and Compressor System Matrix”. Revised Quote #0081260 dated May 15, 2020 is attached hereto as **Exhibit 3** and is incorporated herein as a material part of this Contract (the “Revised Compressor Quote”) and such Revised Compressor Quote replaces Quote #0082572 in Section 8 of the Proposal. The Original Proposal as revised by that Revised Compressor Quote which replaces the quote in Section 8 of the Original Proposal is referred to herein as the “Proposal”. The Contractor affirms, ratifies, adopts, approves, certifies, agrees and consents to, as applicable, the documents making up its Proposal and acknowledges it understands the requirements and terms of the RFP including the County’s General Terms, Conditions and Instructions to Bidders and Contractors (the “County’s General Terms”) attached thereto.

2. **Products and Services.** The County desires to purchase and the Contractor shall provide all the equipment, products, items, installation, labor, supervision, training, maintenance, support, warranties, tools, services and materials to complete the System, which shall include, but is not limited to, the following: (i) delivering to the County all the System being all equipment, software, hardware, wiring, cords, and products listed in the Revised Compressor Quote and also in Quote # 0082574 dated May 5, 2020 which is Section 9 , “9. Proposal for Mobile Cylinders”, of the Proposal whereby the County is purchasing the “Optional Other Mobile Equipment” described in Section 3(c) of the RFP (together referred to as the “Quotes”); (ii) preparation of the sites and installation and configuration of the System at the locations so designated by the County so the System is fully operational and insuring all functional requirements are met including those required by the RFP including the County’s Terms, Proposal and this Contract; (iii) setup, training and instruction of how to use the System at a time to be designated by the County in its sole discretion; (iv) any and all services, products and work required for the project relating to the System or under the Quotes, the Proposal or

the RFP and specifically including, without limitation, those products and services listed in the Quotes, the warranties described in the Proposal and required by the RFP, and the requirements of Section 3 of the RFP; and (v) communication in advance and coordination with the County on the System installation, configuration, training, and other applicable items; (collectively all work, warranties, services, labor and products related to the System or this Contract are referred to as the “Project”). The System and all materials and work on the Project must meet or exceed all requirements and provisions of this Contract, the General Terms, the RFP, the Proposal, Applicable Law and the Quotes. Applicable Law as used herein means all applicable federal, State and local laws, ordinances, rules and regulations or similar standards in any way related to performance of the Contract. In addition, the Contractor shall provide a warranty on the System, and any warranty requirements shall be cumulative. All of the equipment being a part of the System will be owned by the County and any and all manufacturer’s warranties shall be assigned to or otherwise granted to the County; and this shall be in addition to other warranties required under this Contract. The work on the System and Project must be furnished by Contractor in a good and workmanlike manner using the highest quality new materials and so as to pass without exception in the industry. Notwithstanding any other provision hereof, the County is not purchasing any “Cost of Ownership” routine maintenance services at this time. Should the County desire to amend this Contract to purchase such routine maintenance services, the County shall notify the Contractor in writing of the same and Quote #0082499 being a part of the Proposal sets out the cost of adding such services.

3. **Compensation.** Consistent with the Quote, the Contractor shall be paid a total not to exceed amount of ONE HUNDRED SIXTY-TWO THOUSAND SIXTY-TWO AND NO/100 DOLLARS (\$162,062.00) (the “Contract Price”) for the System and the work on the Project (the Contract Price being more specifically described as ONE HUNDRED FIFTY-SIX THOUSAND TWO-HUNDRED TWENTY AND NO/100 (\$156,220.00) pursuant to the Revised Compressor Quote; plus FIVE THOUSAND EIGHT HUNDRED FORTY-TWO AND NO/100 (\$5,842.00), pursuant to Quote #0082574 being a part of the Proposal for the “Optional Other Mobile Equipment” identified in Section 3(c) of the RFP). Payment and Invoice terms are governed by the County’s General Terms, and notwithstanding anything to the contrary contained herein or in any exhibit hereto (i) in no event will the Contractor be paid before the Completion Date (as defined below); (ii) all proper invoices shall be due and payable within forty-five (45) days; (iii) no finance charges, interest, late fees, penalties or amounts of any kind shall be charged on any late payment of the County; and (iv) the County does not agree to Contractor’s “Terms of Sale” referenced on the last page of the Proposal nor does it agree to pay any attorney fees of Contractor. Any additional products or services must be purchased only under a written amendment of this Contract signed by authorized representatives of both parties. Invoices should be directed to Fluvanna County. The date that the System and all work on the Project are installed, operational and in compliance with this Contract to the satisfaction of the County is the “**Completion Date**”.
4. **Other Contract Terms.** The rights and duties of the County and Contractor applicable to the County’s projects under this Contract are set forth in the following Contract Documents: (i) this Contract; (ii) the RFP and the County’s General Terms being Exhibit 1; (iii) the Proposal being Exhibit 2 as modified by Exhibit 3. In the event of any conflict between the terms of this Contract and any exhibit hereto, the following shall be the order of control in resolving

such conflicts (i) controls over (ii) and (iii); and (ii) controls over (iii). Notwithstanding the foregoing, whenever possible the documents shall be read together.

5. **Period of Performance.** The System and all work on the Project is to be installed, operational and in compliance with this Contract, the Quotes, the Proposal, the RFP and the County's General Terms to the sole satisfaction of the County within thirty (30) days after execution of this Contract by the County; time being of the essence. Any site preparation requirements must be communicated to the County by the Contractor within three (3) days of execution of this Contract by the County. Notwithstanding any warranty provision to the contrary, no warranty term may begin to run until on or after the Completion Date.
6. **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 multiple counterparts each of which shall be deemed an original and together which shall constitute the Contract. This Contract may be executed in duplicate originals, any of which shall be equally authentic. In addition to allowing electronic signatures upon an electronic copy of this Contract, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Contract, together with exhibits hereto, contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Contract. 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: Cyndi Toler, Purchasing Officer
 P.O. Box 540
 Palmyra, VA 22963
 Telephone (434) 591-1937
 FAX (434) 591-1911

With a copy to:
 Frederick W. Payne, Fluvanna County Attorney
 414 East Jefferson Street
 Charlottesville, VA 22902; and

Contractor:
 Safe Air Systems, Inc.
 210 Labrador Drive
 Randleman, NC 27317
 Telephone: (336) 645-8241

Any party may substitute another address for the one set forth above by giving a notice in the manner required. Any notice given by mail will be deemed to be received on the fifth (5th) day after deposit in the United States mail. Any notice given by hand will be deemed to be received when delivered. Notice by courier will be deemed to have been received on the date shown on any certificate of delivery.

Witness the following duly authorized signatures and seals:

CONTRACTOR:
Safe Air Systems, Inc.
a North Carolina Corporation

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

BY: _____

BY: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

By: _____

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



COUNTY OF FLUVANNA, VIRGINIA

Request for Proposals (RFP) #2020-03

**Compressor Storage and Filling System Compatible with Self-Contained Breathing Apparatus
Equipment**

Issue Date: April 27, 2020

Due Date: May 11, 2020 at 2 p.m. EST

Procurement Contact:

County of Fluvanna
Cyndi Toler, Purchasing Officer
132 Main Street
P.O. Box 540
Palmyra, VA 22963
Ph: (434) 591-1930 ext. 1124
Email:
ctoler@fluvannaCounty.org

All sealed proposals shall be turned in no later than May 11, 2020, at 2:00 p.m. EST.

- All Proposals that are delivered via mail or are hand delivered must be addressed to the "Procurement Contact" listed above.
- Any Proposals sent in via facsimile, telephone, or email shall not be considered.
- Any Proposals that are turned in late will be rejected and returned unopened.

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

1) PURPOSE

- a) The County of Fluvanna, Virginia (the "County") is seeking sealed proposals from qualified firms ("Offerors") capable of providing and delivering to the County (a Compressor Storage and Filling System compatible with its Self-Contained Breathing Apparatus ("SCBA") and related equipment (the "SCBA Equipment") and associated other equipment (collectively the "Compressor System" or the "Products"). The Products are for use by the County and the volunteer fire and rescue organizations in the County of Fluvanna, Virginia.

2) BACKGROUND

- a) The County of Fluvanna is a central Virginia community of 26,000 residents that is located in the Charlottesville Metropolitan Statistical Area, approximately 20 miles southeast of the City of Charlottesville, Virginia. The County is bounded by Louisa County to the north, Cumberland and Buckingham Counties and the James River to the south, Goochland County to the east, and Albemarle County to the west.
- b) The official safety program of this County is currently carried into effect by the following organizations or departments: the Sheriff's Department, together with all its law enforcement personnel; the Fluvanna County Volunteer Fire Department, Inc., at present consisting of Fork Union Volunteer Fire Company, Kents Store Volunteer Fire Company, Palmyra Volunteer Fire Company; and the Lake Monticello Fire Department; the Fluvanna Rescue Squad, Inc., at present consisting of Kents Store Rescue Squad, Fork Union Rescue Squad and Palmyra Rescue Squad; and the Lake Monticello Rescue Squad; all other law enforcement personnel of the County.
- c) The County has an emergent need for certain SCBA Equipment including the Products as many of the County's units are beyond their expected useful life and their replacement is a matter of public safety and this procurement or portions hereof may be conducted under 2.2-4303(F).
- d) The County participates in mutual aid for safety and rescue services with Louisa County, Albemarle County, and Goochland County, and such counties all use MSA Safety Incorporated ("MSA") systems and therefore Fluvanna County requires MSA compatible SCBA Equipment so (i) it is trained on an MSA system and could use the other county's systems without further training; (ii) it can lend or borrow parts or equipment to the other counties easily; and (iii) it has inter-operability of its equipment with that of the mutual aid counties.
- e) The County has submitted an application which is pending for a FEMA Assistance to Firefighters Grant Program (the "Grant") and the resulting contract requires any Offer to comply with any terms and requirements of such Grant and to provide any supplemental information or documentation required for such Grant and to provide Products which would meet Grant requirements.

3) STATEMENT OF NEEDS**a) General Requirements**

- i) Offerors must possess any required licensures, insurance, certifications or other qualifications required to provide the Products consistent with Applicable Law (as defined below).
- ii) Proposals must be inclusive of all costs associated with providing and installing the equipment, including freight, training and manuals (hardcopy and electronic copies).
- iii) A winning Contractor shall be responsible for set up, wiring and final piping.
- iv) A winning Contractor must provide system inspection, startup and comprehensive user and maintenance training.
- v) All Products and associated services shall meet all requirements of Federal, state and local law, statute, regulation, rule, ordinance or similar requirements ("Applicable Law").
- vi) All Products and associated services must be provided in a good and workmanlike manner at highest industry standards so as would pass inspection in the industry without exception.
- vii) All manufacturer's standard warranties shall be assigned to the County and additionally a full

Product warranty shall be included for a total of five (5) years on parts and labor and may be obtained through either a standard five (5) year warranty or an extended warranty of three (3) years beyond a standard two (2) year warranty. Such warranty must cover all Products and must include coverage related to materials, parts, labor and defects; and such must be coverage for repairs and replacement of any defects whatsoever in the Products.

- viii) Proposals should include recommended service schedules for Products/equipment over a ten (10) year term from date of installation and the maintenance service costs for that service or if such services are included. The County may choose to purchase maintenance services for any Product, or not, in its sole discretion.

b) Compressor Storage and Filling System: Offers must provide a Compressor System that meets or exceeds the following requirements and specifications in addition to any of the General Requirements of this RFP.

- i) The County currently uses Bauer Compressor Storage and Filling Systems and the County requires that its new Compressor System provide functionality, performance, and reliability that meets or exceeds that of a new Bauer System.
- ii) The Compressor Storage and Filling Systems requested hereunder must be compatible with MSA SCBA Equipment.
- iii) The Contractor shall provide all labor, supervision, equipment, tools, materials, hardware, wiring, installation, training, and incidentals necessary to complete the following projects as specified. Furnish and install four (4) new Compressor Systems with compressor units at each of the following locations:
- (1) Lake Monticello Fire Station 10 Slice Road, Palmyra, VA 22963
 - (2) Palmyra Fire Station 14567 James Madison Hwy., Palmyra, VA 22963
 - (3) Kents Store Fire Station 51 Kents Store Way, Kents Store, VA 23084; and
 - (4) Fork Union Fire Station 5753 James Madison Hwy, Fork Union, VA 23055
- iv) **Installation of the Compressor System at each location must be set up in advance with the Chief or other County representative at a time convenient for the County. The County will provide a suitable 220 volt AC circuit of up to 50 amps terminated in a fusible safety switch / disconnect within ten (10) feet of the compressor sites.**
- v) **Contractor will supply up to four (4) breathing air compressors and fill systems consisting of a compressor, storage cylinders, and containment fill station. If there is a greater discount for purchasing more than one (1) of each at a time please describe that in your Proposal.**
- vi) **Each Compressor System should be capable of easily filling 5500 PSI cylinders and should produce at least 13 CFM. A carbon monoxide detector and moisture detector should be incorporated into each Compressor System.**
- (1) **The compressor should contain a minimum of two (2) ASME 6000 PSI cylinders.**
 - (2) **The containment fill station should be dual fill and accommodate at least two (2) SCBA cylinders up to 31" long and shall comply with NFPA 1901 standards. Each fill system should be made as compact as practical to conserve floor space. Vendor shall provide all necessary field training for maintenance and use of the system. Vendor shall specify the length and terms of the standard warranty offered by the manufacturer and all additional warranties; and such must meet or exceed the general requirements relating to warranties under this RFP.**
- vii) General: Compressors must be packaged in an appliance style fashion and all exposed ferrous metal panels shall be powder coat painted. The unit shall be manufactured in such a way as to facilitate the unit being bolted to the floor if deemed necessary. Generally, all components of the unit should be located within the base confines of the unit. The units must fit in a predetermined and agreed upon location in all stations and generally not exceed 101"L x 38"D x 80"H. The operator panel must be located on the front of the machine. The operator panel should clearly display each stage of

compression. The operator panel should have an interactive display screen that can notify the operator of the current status of the unit, allow for further interactions, as well as perform the ON/OFF feature. The operator panel must have a palm style Emergency Stop button. The unit must be equipped with a color, touch-screen operator interface that allows for uncomplicated, automated operation and monitoring with shut-down alarms and on-screen status messages. The unit should be equipped with Radio Frequency Identification (RFID) reader(s) that automatically read and record data from RFID equipped cylinders. Further, there should be the capability for the data to be backed up to a central database via internet connection and/or flash drive.

- viii) Compressor Package, Block Requirements and Purification: There must be a way to retrieve an air sample for mandatory testing. The method of retrieval should be guided through an on-screen tutorial. The test sample must be easily retrievable to be analyzed by an accredited lab. The unit must be equipped with an Automatic Condensate Drain (ACD) system. This system must drain the compressor condensate at a minimum of every 20 minutes of continuous run. The ACD must be equipped with an electronic monitoring system that will automatically turn the unit off if it has determined that the ACD has not been satisfactorily depressurized and released the proper amount of condensate.
 - (1) Minimum Rated at 13 SCFM, 6000 PSI
 - (2) 4 or 5 Stage Reciprocating Design.
- ix) The purification system must purify high pressure air to a quality that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, ANSI/CGA G-7.1, Commodity Specification for Air, Grade D, and all other recognized standards for breathing air.
- x) Fill Station: There must be an integrated, front loading, three position containment fill station within the unit that will totally enclose the SCBA cylinders during the refilling or filling process. The fill station must be designed to fill a single cylinder or up to two (2) SCBA cylinders simultaneously. There must be an individual shut off valve and vent valve for each point of attachment. The fill station must be equipped with an interlocking safety switch that will prohibit the transfer of air into the cylinder if the fill station door is dislodged from its most upright position. The fill station must conform to the standards set forth in NFPA 1901, latest edition.
- xi) Air Control Panel: The means for controlling the filling of SCBA cylinders must occur through a touch screen panel located on the main control operations panel located on the front of the unit. The digital touch screen must display the entire status of the system while it is in operation. The digital touch screen must allow for simple operation of the filling of one (1) to two (2) SCBA cylinders. This must be done through the system continuously monitoring system pressure values. The system must utilize this information to efficiently open and close automated valves to “cascade” air from the storage banks and compressor into the cylinder(s) being filled. The system should automatically close the fill valve and stop the filling process when the cylinder(s) being filled reaches the desired pressure. There must be a method to retrieve air from the cascade in the event of a power failure. This may be accomplished by incorporating a UPS or battery back-up system or through the incorporation of a manual four (4) bank air control panel. If the four (4) bank air control panel method is utilized, then the panel must be mounted on the cabinet. It must be factory piped for four (4) storage banks and designed to fill two (2) SCBA cylinders either independently or simultaneously. Additionally, it must have an individual liquid filled gauge and shut off valve for each bank and an adjustable 0-6000 PSI regulator with a regulated pressure gauge. There must be an individual shut off valve and SCBA gauge for each point of fill in the cabinet. There must be an automatic refill circuit. The auto refill circuit must be equipped with a priority fill system and a storage refill isolation valve. There must be a panel mounted high pressure outlet port with an isolation valve.
- xii) Storage: Each unit must be equipped with four (4) UN/ISO cylinders rated to at least 509 cu. ft. per 6000 PSI (4 units, so 16 total cylinders are required under this RFP). Cylinders must be securely mounted in the rear of the unit in a vertical configuration. The storage area for the cylinders must be designed to accommodate four identical cylinders and be designed to support the cylinders in a

secure manner. The storage system shall be factory plumbed to the air control panel and leak checked prior to shipping.

- xiii) Additional Equipment for Each Fill Station: a. CO monitor wired for auto shut down per NFPA standards. b. Minimum of a 75' 6000 PSI hose with fill adaptor assembly that may be on a reel; and any other equipment necessary or required to make each Compressor System at each location fully functional and perform as required by this RFP.
- xiv) Offers must be able to deliver, install and train the County on use of the Compressor System within 45 days of execution of a Contract.
- xv) Documents to be Included with Proposal:
 - (1) Descriptive literature, catalog cuts, and technical detail of the air compressor proposed demonstrating compliance with described specifications and complete Exhibit 1 (Compressor System Matrix).
 - (2) Description of actual space required to install all equipment.
 - (3) Electrical requirements of new equipment - The Contractor will be responsible for any electrical upgrades, if needed.
 - (4) Warranty information and required/recommended service over a ten (10) year term.
 - (5) Demonstrations: Demonstrations, interviews, test and/or equipment inspections and certifications may be required during the evaluation process. Demonstrations of the equipment and systems offered will be to determine quality, show suitability for the intended use and compliance to specifications. It is the intent of the evaluation team to thoroughly review all offers and determine the best interest of the County.
 - (6) A detailed quote including each requirement, costs of warranty, service, and any options recommended by Offeror. Where options are recommended, a detailed description of the same, their cost, and their purported functionalities/benefits to the County must be incorporated. Optional items must be specifically labeled as "OPTIONAL" and the Compressor System must be fully functional and consistent with all requirements of this RFP without such optional items.
- c) Optional Other Mobile Equipment:
 - i) Optional Other Equipment Offerors must provide a quote and information on:
 - (1) The County may want to buy certain other optional equipment being 4 replacement cylinders to work with a fire truck system.
 - (2) Specifically, the County may optionally purchase 4 additional 6000 PSI cylinders with valve protectors for use on County fire truck and to fit with existing hoses on mobile air system. The existing hoses that this will need to connect to and other information about existing equipment these other products need to work with is illustrated in the attached Exhibit 2. If more information is needed for the Offeror to provide a quote, a question must be submitted under 4(a)(ii) by the Offeror.
 - (3) Other applicable requirements from 4a and 4b above relating to cylinder or the other equipment described herein are incorporated by reference as requirements for the other equipment.
- d) Trade-Ins
 - i) The County has obsolete equipment that is to be replaced owing to the resulting Contract from this RFP. If there is any credit or discount for trading-in obsolete equipment it should be specifically noted on the Offer, including what will need to be traded in.
 - ii) The equipment that will be obsolete and can be considered for trade-in is illustrated in Exhibit 2, Exhibit 3 and Exhibit 4 hereto which are incorporated herein by reference. If more information is needed related to trade-in equipment, then a question must be submitted under 4(a)(ii) by the Offeror.

4) PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

a) GENERAL INSTRUCTIONS

- i) **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
- ii) **RFP Questions:** Address questions concerning this RFP to:

Cyndi Toler, Purchasing Officer
 P.O. Box 540
 132 Main Street
 Palmyra, VA 22963
 Ph: (434) 591-1937
ctoler@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 April 30, 2020, at 10a.m. eastern standard time.

- iii) **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 Freedom of Information Act. Any proprietary or trade secrets material submitted must be identified as such, 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. The classification of an entire proposal document, individual pricing or total proposal prices is not acceptable and will result in rejection and return of the proposal.
- iv) **Due Date:** Sealed copies of the proposal must be received by the Purchasing Officer no later than 2:00 p.m. EST on May 11, 2020. Proposals must be addressed to:

Cyndi Toler, Purchasing Officer
 P.O. Box 540
 132 Main Street
 Palmyra, VA 22963
 RFP-2018-01

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.

b) PROPOSAL PREPARATION

- i) 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:
- (1) **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.
 - (2) **Forms** - All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.
 - (a) Certificate of No Collusion
 - (b) Offeror Statement
 - (c) Proof of Authority to Transact Business in Virginia
 - (d) Vendor Data Sheet

- (3) **Qualifications** - Statement of qualifications and any additional information that the Offeror considers pertinent to its qualifications for the projects and which respond fully to the Statement of Needs described herein. "Additional Information" is defined as:
- (a) Licenses to conduct services required by the Code of Virginia
 - (b) 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
 - (c) Sample documents and/or materials for Products and warranty documentation for Products
- (4) **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).
- (5) **Project Approach** – The purpose of this section is to provide the County with the Offeror's understanding and proposed approach to the project. 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.
- (6) **Representative Projects** – This section of the Offeror's Proposal should list and describe representative clients currently serviced focusing on providing similar products and especially services provided to other Virginia agencies, localities, and public bodies. The Offer must include a description of every client it has sold similar products to in the last two (2) years for Virginia (including any department or agency thereof) or a Virginia public body and such must include the client name, a contact point for client, and a brief description of the type of services/products provided.
- (7) **Cost and Effective Cost Control**
- (a) The County will consider cost in evaluating proposals.
 - (b) Effective Cost Control – Demonstrated history of effective control of maintenance and product costs and ability to accomplish work in a timely manner:
- (8) **Other Requirements** - The proposal package must also include:
- (a) The RFP document with any addenda acknowledgements filled out and signed as required (see attachments hereto).
 - (b) A detailed response to all requirements, general, specific, functional and technical requirements as defined within this RFP (see Section 3 "Statement of Needs").
 - (c) 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:
 - (i) 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;
 - (ii) A statement of how long the Offeror has provided products and services similar to those requested herein;
 - (iii) A general description of the Offeror's experience and background in providing products and services similar to those requested herein;
 - (iv) Any other relevant information about the experience and knowledge base of the Offeror which is deemed to be material;
 - (v) Resume of each key employee engaged in the services, including the roles of each and an overview of their previous experience with similar projects; and

- (vi) Background Information including at minimum: most recent year's financials (prefer audited) and a disclosure of any past and pending litigation.
 - (d) Pricing Options- Price for all Products, installation, training, associated services, optional products, and warranties (if any cost). Include hourly and/or lump sum pricing for maintenance services; or indicate there will be no cost for the maintenance services to the County.
 - (e) Description of the typical assistance the Offeror will require of County staff.
 - (9) **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 purchased similar Products and services. All client customers of a similar size or who are governmental bodies in the State of Virginia must be provided, regardless of circumstances.
 - (10)**Other** – The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
 - (11)**Oral Presentation** – Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. 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. Oral presentations are an option of the County and may or may not be conducted.
 - (12)**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.
 - (13)**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.
- ii) **Submittal Instructions**
- (1)**Each Offeror must submit one (1) original hard copy, four (4) copies and one (1) electronic copy of its proposal on a USB flash drive/memory stick.**
 - (2)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 substantially incomplete or lack key information may be rejected by the County.
 - (3)All forms attached to this RFP must be fully completed, executed by the Offeror and returned as a part of Offer's Proposal.
 - (4) 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.
 - (5)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.
 - (6)**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.**
 - (7) Cost will be considered in evaluating the Proposals.

5) **EVALUATION AND AWARD CRITERIA**

- a) The County will follow the evaluation and selection criteria described in this RFP. The County shall evaluate proposal and intends to award the contract to the firm that makes the best overall proposal. The firm selected will be required to demonstrate its ability to provide the services required effectively

with complete impartially and without any conflict of interest. The selection of a Successful Offeror shall be based on the following criteria:

- i) Product reliability, functionality and specifications and Qualifications and experience of key contract team members who are actively involved throughout the entire contract. **(25 points)**
 - ii) Relevant experience with similar projects. **(20 points)**
 - iii) Ability to provide the Products and Services quickly and efficiently. **(5 points)**
 - iv) References from other similar projects. **(20 Points)**
 - v) Cost of Products and Ability to Control Costs. **(30 points)**
- b) The Evaluation Committee will independently read and rate each proposal.
 - c) The selection process shall be as per § 2.2-4302.2(A)(3) of the Virginia Public Procurement Act for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the factors involved in this RFP and the evaluation criteria, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror(s) which in their opinion has made the best proposal and shall award the contract to that offeror. 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. Awards may be made to more than one Offeror in the discretion of the County
 - d) 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.
 - e) The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference as Section 6 and are a material part hereof. 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).
 - f) Contract Term – Any contract awarded hereunder shall be for a one-year initial term, with four (4) additional option years to be exercised in the sole discretion of the County.

6) GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

ATTACHED

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 Offeror: The County Administrator is the County’s Purchasing Offeror and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to “his” shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- m. Request for Proposal (also referred to herein as a “RFP”): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
- n. Small Purchasing Procedures: The County’s Small Purchasing Procedures, being Chapter 4 of the County’s Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.

- o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.
- p. State: The Commonwealth of Virginia.

- 3. AUTHORITY:** The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

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

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

CONDITIONS OF BIDDING

- 4. COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
- 5. DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations",

being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.

6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.

7. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.

8. **LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:
 - a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
 - b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
 - c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
 - d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. **WITHDRAWAL OF BIDS:**
 - a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be

clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.
- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

- 10. ERRORS IN BIDS:** When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.
- 11. IDENTIFICATION ON BID ENVELOPE:** All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:
- a. Addressed as indicated on page 1 of the solicitation;
 - b. Solicitation number;
 - c. Title;
 - d. Bid due date and time;
 - e. Bidder's name and complete mailing address (return address); and
 - f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

- 12. ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.
- 13. COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.
- 14. CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.
- 15. RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.

- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
- 21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
 - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
 - c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
 - d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;

- e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
- f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

22. CONFLICT OF INTEREST: Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

23. OMISSIONS OR DISCREPANCIES: Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter’s codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

24. BRAND NAME OR EQUAL ITEMS: Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive

sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.

25. FORMAL SPECIFICATIONS: When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.

26. CONDITION OF ITEMS: Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. RESPONSIBLE BIDDERS: In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of previous Contracts or Services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability and adaptability of the Goods or Services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of the conditions attached to the Bid;
- j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES: The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to

a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

- 29. EXCLUSION OF INSURANCE BIDS PROHIBITED:** Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.
- 30. ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.
- 31. QUALIFICATIONS OF BIDDERS OR OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.
- 32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:**
- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
 - b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that

state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.

- c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
- d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER: Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

34. APPLICABLE LAW AND COURTS: Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

35. PROVISION AND OWNERSHIP OF INFORMATION: The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.

36. DOCUMENTS: All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other

parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.

- 37. CONFIDENTIALITY:** Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.
- 38. INDEPENDENT CONTRACTOR:** The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.
- 39. INSURANCE:** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	\$1,000,000	
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)
Worker’s Compensation	Amount required by Virginia law	

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance. In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers’ compensation coverage in the amount required by Virginia law.

- 40. KEY PERSONNEL:** For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

- 41. SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.
- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- 44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.
- 46. ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
- 47. PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:
- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
 - b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.

- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

48. SUBCONTRACTORS: Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
 - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
- d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

49. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

50. SUCCESSORS AND ASSIGNS: The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.

51. DEFAULT: Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

52. NON-DISCRIMINATION ASSURANCES: The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:

- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.

- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

55. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and

the County's Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

56. TERMINATION: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
- b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
- c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
- d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

57. APPROPRIATIONS: Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.

58. REFERENCES TO VIRGINIA LAW: Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

59. COOPERATIVE PROCUREMENT: Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.

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

61. GUARANTIES AND WARRANTIES: All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;
- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
- g. For any Contract involving Services of any nature, the Contractor further agrees to:
 - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
 - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
 - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
 - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

62. PRICE REDUCTIONS: If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

63. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

64. VIRGINIA STATE CORPORATION COMMISSION: Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

65. CLAIMS PROCEDURE:

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice

for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.

- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.
- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

66. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

67. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to ensure 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.

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).
_____[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]

Exhibit 1
COMPRESSOR SYSTEM MATRIX

Required	Yes	No	Desired	Yes	No
Automated cascade process			All components located within base confines of the unit		
Minimum rating of 13 SCFM, 6000 PSI			Trade-ins allowed		
Purification system to purify air to Grade E			Operator panel to display each stage of compression		
Packaged appliance style and powder coat painted			RFID reader to automatically read and record data from RFID equipped cylinders		
Operator panel on the front of the unit.			Data backup capability by internet and/or flash drive		
Palm style Emergency Stop button on operator panel			Minimum of 10' 6000 PSI hose with fill adaptor assembly on an incorporated reel		
Ability to retrieve an air sample for testing					
Equipped with an ACD; drains at a minimum of every 20 minutes of continuous run; auto shut-off if not depressurized and released					
2-position containment fill station certified to NFPA 1901, latest edition					
Air retrieval method/ability to fill cylinders during a power failure					
4 identical UN/ISO storage cylinders rated to at least 509 cu. ft. per 6000 PSI					
CO Monitor wired for auto shut down per NFPA standards					
Minimum of 10' 6000 PSI hose with fill adaptor assembly					
Color, touch-screen operator interface					

Exhibit 2 - The 4 - 4500 PSI bottles from Mobile unit for trade only, Other images for replacement information only.



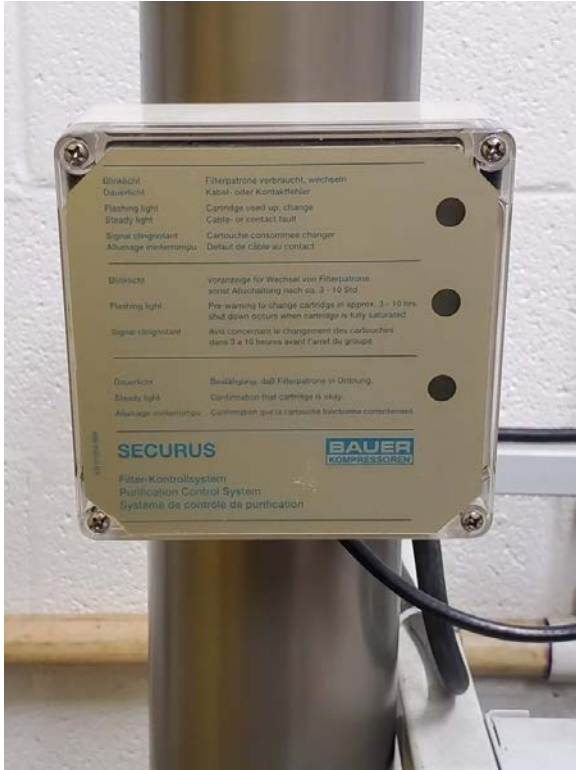
Exhibit 2 - The 4 - 4500 PSI bottles from Mobile unit for trade only, Other images for replacement information only.



Exhibit 3 - Kents Store Station - Model: MARINER; Serial # 8206; Manufacturer date: 2/85



Exhibit 4 - Palmyra Fire Station- Model: M-E1; Serial # 30968; Manufacturer date: 10/95



Fluvanna County, Virginia
Request for Proposal # 2020-3

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10. APPENDIX
 - a. New Customer information and Credit application

Safe Air Systems, Inc.
210 Labrador Drive
Randleman, NC 27317



800-424-8633
336-674-0749 Ph.
336-674-3688 Fax

www.safeairsystems.com

Date: May 5, 2020

Request for Proposal (RFP) #2020-3

Safe Air Systems Inc. is confirming that this submittal is a Request for Proposal.

Safe Air Systems, Inc. was formed in 1992 by a Fire service Captain that was passionate about providing quality customer service in the High-Pressure Breathing Air industry. The focus of our business has been working with the fire service to provide our firefighters with the safest breathing air possible.

Safe Air Systems, Inc. was acquired on October 1st, 2018, by Breathing Air Systems, Inc., headquartered in Reynoldsburg, Ohio with offices throughout the Midwest and East coast. Both companies have been leaders in the industry and complement each other very well with nearly 50 years of combined industry experience. Both companies specialize in supplying breathing air compressors, fill stations, cascade systems, mobile air trailers and related equipment to fire departments, the military and industrial customers around the world.

With this acquisition, we will continue to offer the best sales support, customer service and preventive maintenance to our customers. This has been our number one focus since we went into business, and the primary reason both companies have been successful

The joining of forces with Breathing Air Systems will enhance our presence in the industry, expand our product line and adds additional sales, service and support to all our customers. Together we represent Bauer in 15 states and in Washington D.C.

Established in 1969, Breathing Air Systems is the largest distributor of BAUER Compressors in the country, and is well-known for our industry expertise, customer service, and preventive maintenance programs. With this acquisition, nearly 4,000 fire departments in 20 states are enrolled in our preventive maintenance service and breathing air analysis programs. Breathing Air Systems and Safe Air Systems services all brands and models of compressors, including Bauer, Eagle, Mako, Ingersoll Rand, Scott, Hypress, Coltri, and Hamworthy, among others.

FORMS

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of Safe Air Systems 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 11 day of May, 2020.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: Sub Aquatics Inc. dba Safe Air Systems Inc

By: Mark Prillaman (SEAL)

Signature

Print Name: Mark Prillaman

Print Title: General Manager

STATE OF NC

COUNTY/CITY OF Randolph, to-wit:

The foregoing instrument was acknowledged before me this 11 day of May (month), 2020 (year) by Mark Prillaman (Print Name), General Manager (Print Title) on behalf of Sub Aquatics Inc dba Safe Air Systems Inc (Name of Entity).

Susan E Piotrowski [SEAL]
Notary Public

My commission expires: 7-18-23

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: Sub Aquatics Inc dba Safe Air Systems Inc

By: Mark Prillaman (SEAL)

Signature

Print Name: Mark Prillaman

Print Title: General Manager

STATE OF NC

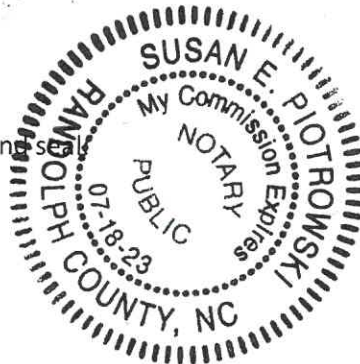
COUNTY/CITY OF Randolph, to-wit:

The foregoing instrument was acknowledged before me this 11 day of May (month), 2020 (year) by Mark Prillaman (Print Name), General Manager (Print Title) on behalf of Sub Aquatics Inc dba Safe Air Systems Inc (Name of Entity).

Susan E. Piotrowski [SEAL]
Notary Public

My commission expires: 7-18-23

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 F1890773.

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) Sub Aquatics Inc. DBA Safe Air Systems Inc.

Legal Name of Offeror/Bidder Safe Air Systems Inc.

Date May 11, 2020

Authorized Signature Mark Pillaman

Print or Type Name and Title Mark Pillaman General Manager

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That SAFE AIR SYSTEMS, INC., a corporation incorporated under the laws of NORTH CAROLINA, is authorized to transact business in the Commonwealth of Virginia;

That the corporation obtained a certificate of authority to transact business in Virginia from the Commission on March 22, 2012; and

That the corporation is in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

April 28, 2020

A handwritten signature in black ink that reads 'Joel H. Peck'.

Joel H. Peck, Clerk of the Commission

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: Mark Prillaman Phone: 336-645-8241

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

4. Vendor Information:

FIN or FEI Number: 31-0816610 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: <u>Charlotte Fire Dept.</u>	Contact: <u>Brian Wilson</u>
Phone: <u>704-432-1419</u>	Email: <u>bwilson@ci.charlotte.nc.us</u>
Dates of Service: <u>2000 - Present</u>	\$\$ Value: <u>\$ 1.5 million</u>

Company: <u>Greensboro Fire Dept.</u>	Contact: <u>Michael Swails</u>
Phone: <u>336-430-6015</u>	Email: <u>Ronald.Swails@greensboro-nc.gov</u>
Dates of Service: <u>2000 - Present</u>	\$\$ Value: <u>\$ 380,000</u>

Company: <u>Alleghany Co. Fire</u>	Contact: <u>Ryan Muterspaugh</u>
Phone: <u>540-863-6600</u>	Email: <u>rmuterspaugh@co.alleghany.va.us</u>
Dates of Service: <u>2000 - Present</u>	\$\$ Value: <u>\$ 300,000</u>

Company: <u>Sussex County Public Safety</u>	Contact: <u>Ried Foster</u>
Phone: <u>804-691-2582</u>	Email: <u>rfoster@sussexcounty.va.gov</u>
Dates of Service: <u>2005 - Present</u>	\$\$ Value: <u>\$ 150,000</u>

I certify the accuracy of this information.

Signed: Mark Prillaman Title: General Manager

Date: May 11, 2020

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

QUALIFICATIONS

Qualifications

Safe Air Systems has been in good standing with the Commonwealth of Virginia State Corporation Commission since March 2012. (see attached)

Safe Air Systems employees 16 highly qualified personnel. The key personnel that you will encounter as a customer will be the following.

Mark Prillaman, General Manager/ Sales consultant started with Safe Air Systems in October 2000. He started as a part time service technician. He was a career firefighter that worked for Safe Air on his off days. When he retired as Captain in 2018, Mark decided to continue as a full time Master service technician. When Breathing Air and Safe Air merged Mark was asked to become the General Manager and Virginia sales consultant. Mark is a certified Bauer service technician. He is highly organized and customer service oriented. He is knowledgeable in all departments at Safe Air Systems.

Tom Barber, Service Manager has been with Safe Air Systems since August 1997. His experience in electrical and mechanical trouble shooting started with USAF for 8 years before entering the civilian side of breathing air industry 36 years ago. Tom is very experienced with all brands of high-pressure compressors.

Susan Kitterman, Parts Manager has been with Safe Air Systems, Inc. since September 2004. She has 28 years of experience with parts sales and customer service. She is very involved with support for many projects and departments within our company. She has strong customer service skills to assist in keeping our customers satisfied. Susan handles all parts sales and customer service and is skilled in aiding our customers in determining their needs.

Susan Piotrowski, Service Coordinator has been with Safe Air Systems, Inc. since March 2005. Highly organized with detail targeted at handling service-related activities. Strong customer service skills to assist in keeping our customers satisfied. Susan handles all service billing, preparing the service bids, maintenance contracts, quotes for service and repairs, wide area workflow billing and ordering parts for repairs. Also known for support to different departments within the company.

Emily Adkins, Administration Assistant started with Safe Air Systems in August 2019. She assists in coordinating the air testing programs and Hydro department quotes and billing. Emily also helps with daily customer service, billing, and payment processing. With 15 years of customer service and banking she strives to ensure all customers receive the best service possible.

Justin Meadows, Service/ Install technician has been with Safe Air Systems since September 2018. He is one of 5 highly trained service technicians at Safe Air Systems. He is one of the younger service technicians experienced with modern technology. Justin's skills are in electrical and control wiring along with computer skills. Justin also has a solid mechanical background that makes him a very experienced service technician. He is a certified Bauer factory trained service technician and has been trained on the Bauer UN4i system.

WHY BUY BAUER



May 7, 2020

To: Whom It May Concern
County of Fluvanna

Ref: RFP No. 2020-03
Compressor Storage and Filling System Compatible with Self-Contained Breathing
Apparatus Equipment

Bauer Compressors, Inc. is the world's largest manufacturer of high pressure breathing air compressor systems and components. Our ascent to such a level of prominence in the industry is based on the simple premise of supplying a quality product at a reasonable price then maximizing customer support after the sale.

We are a 75-year old family owned business with roots back to Munich, Germany. The facility utilized in support of a contract is based here in Norfolk, VA. We have been a resident of Norfolk since 1975 and consider our success based on the premise of an excellent team of artisans here at the factory, and more importantly providing our customers with solutions to fit their particular needs. We are the only company in our core market which manufactures all of the key components in our factories, rather than relying on others. The simple premise of manufacturing all the key components assures all items are designed and manufactured to our specifications, rather than others. Additionally, the fact that we build all the key components assures you a future source of supply without the worries of availability or concerns of system compatibility and or system integration.

We would like to extend an invitation to all key stake holders at the County of Fluvanna to come visit us here in Norfolk. We believe you will find the visit informative and enlightening.

Please feel free to let me know if I can provide any further assistance or clarity on the information provided.

Thank You and Best Regards,

Bauer Compressors, Inc.



William Jackson
VP of Sales, Breathing Air Products
Encl.



BAUER COMPRESSORS, INC.

1328 AZALEA GARDEN ROAD
 NORFOLK, VIRGINIA 23502
 TELEPHONE: (757) 855-6006
 SALES FAX: (757) 857-1041

Bauer Information

- Bauer has been in business since 1946 and is a family owned company. Bauer is known worldwide as the innovator of breathing air compressors.
- Bauer was the first manufacture to test their SCBA fill stations with a 110, cubic foot, 75 minute, 5500 psi SCBA. (See attached certification)
- Bauer is the **ONLY** manufacture in the industry that builds our own compressor blocks and purification chambers. All other companies buy their compressor block from one of the following.

BLOCK COMPARISON

SCOTT	uses a	Hamworthy or Revel block .	NO LONGER IN THE COMPRESSOR BUSINESS .
Eagle -	uses a	Hamworthy , Revel block or LM	
MAKO -	uses a	Revel blocks and LM Block	
Stallion -	uses a	LM Compressor blocks and Coltri	
North Shore	uses a	Uses parts from china to build their block.	

- Bauer Compressor blocks are made of **aluminum magnesium alloy** compared to all others that are made of CAST IRON. **Aluminum dissipates heat better leading to a lower cost of ownership over the life of the system.**
- Bauer uses a force feed lubrication directly to the final stage piston insuring lubrication moments after startup.
- Basic maintenance can be accomplished with minimum tools.
- Bauer blocks require a valve inspection at **2000 hours** compared to the competition that require you change your valves every **500 hours. This is a direct result of using cast iron blocks that hold heat.**

PURIFICATION COMPARISON

- **Bauer purification produces 67000 cubic feet of air and has a cartridge life of 61.3 hours in temp from 80- 90 degrees.**
- Eagle purification provides 35000 cubic feet of air and has a cartridge life of 30 hours in temps from 80-90 degrees
- MAKO purification provides 34200 cubic feet of air and has a cartridge life of 29.3 hours in temps from 80-90 degrees
- **Stallion purification provides 26000 cubic feet of air and has a cartridge life of 24 hours in temps from 80-90 degrees**
- North Shore purification provides 24000 cubic feet of air and has a cartridge life of 22 hours in temps from 80-90 degrees
-

BAUER CERTIFICATIONS

- Bauer Compressors is a **ISO 9001-2008 certified company**
- Quality Management Systems maintained at BCI
- ISO 9001:2020
- Certified by: SAI Global



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1328 AZALEA GARDEN ROAD
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- ISO 17025
- Accreditation by: The American Association for Laboratory Accreditation (A2LA)
- National Association of Trailer Manufacturers Compliance
- Certified by: The National Association of Trailer Manufacturers (NATM)
- American Bureau of Shipping Certificate of Manufacturing Assessment
- Certified by: American Bureau of Shipping (ABS)
- Underwriter's Laboratories
- Certified by: Underwriter's Laboratories (UL)

COST OF OWNERSHIP

- Bauer has the lowest cost of ownership in the industry by provide quality compressors that stand the test of time.

WARRANTY

- Bauer is extending a 2 year bumper – bumper **warranty** and an extra 3 years on the compressor block. (5 years) and is **not tied to a service contract**

WHY BUY BAUER?

- We Manufacture Everything We sell. We Don't Rely on Others for Key components
- Diversification of Products keeps Bauer Strong.
- Modern Technologies and Philosophies are incorporated at every step. This Insures Lower Cost of Ownership for the Consumer .
- Two year warranty on the complete system and an extended three year warranty on the compressor block = A Five Year Warranty!
- Service Performed by Factory Trained Personnel
- 24- 7 Customer Support

MAKING AN EDUCATED BUYING DECISION

“During these times of uncertainty, an educated buying decision, rather than snap decision, is more important than ever. Bauer Compressors, Inc. has been in the business of providing you with the highest quality breathing air compressor systems and components for decades. Others offering significantly cheaper products, and prices, have always come and gone. Remember a cheaper product and price does not assure you more when it comes to longevity, reliability and after sales support, rather and unfortunately more often than not things turn out terribly wrong costing the Fire Department time and inevitably more money! Before you make a decision to purchase, it is prudent to conduct some fundamental research to assure the monies you are getting ready to spend are being spent wisely. Listed are things you should look at:

- Bauer is the only manufacturer in the industry which makes all the key components in our factories, assuring you unsurpassed quality oversight, parts availability and service support after the sale. What is the other supplier providing



BAUER COMPRESSORS, INC.

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and ask them where the components and parts are coming from, doubtful it will be a source known for high precision and quality?

- All Bauer compressors are manufactured to Industrial standards where Continuous Duty operations, 24-hours a day, 7-days a week with no cool-down cycle are paramount. What standards is the other company building to, doubtful they have the pedigree Bauer offers and they are probably offering a splash lubricated compressor capable of only Intermittent Duty cycles with a cool-down cycle required. Not exactly what you need when you get into a situation where you need air.
- Bauer offers a 24-month bumper to bumper warranty on the system and for our municipal customers we extend the coverage to 5-years on the compressor components – not tied to a service agreement. As long as you can prove the unit was properly serviced in accordance with our recommendations you are covered. What is the other company offering and where is their closest Factory Trained service provider?
- Is the company ISO certified? All Bauer QAP functions are performed in conjunction with our ISO certification, assuring you peace of mind that our actions are in accordance with a recognized standard. Doubtful that inexpensive compressor system offered against the Bauer is being built against any recognized ISO standards.
- What codes is the prospective supplier complying with and can they provide proof from third-parties proving their compliance and including UL and NEMA for electric systems integrated within the compressor package. OSHA, ANSI, NIOSH and NFPA for the system and SCBA containment fill station. Bauer Compressors, Inc. is a key participant on many of the aforementioned standards boards and is in full compliance with all recognized codes. Many inexpensive products do not even comply with the simplest UL, NEMA and NFPA codes.
 When you are looking for a quality product with unsurpassed service after the sale call us, we will be happy to assist your needs. Remember, cheap does not mean more. It means you are receiving an inexpensive product with dubious operational reliance and service after the sale.”



Quality. Our DNA

BAUER Compressors Inc. Facilities Description



Contact Information:

Address: 1328 Azalea Garden Road, Norfolk, VA 23502

Main Telephone: (757) 855-6006

Main Fax: (757) 855-6224

Web site: www.bauercomp.com

Proximity to Major Transportation Networks:

Airport: Norfolk International Airport; approx. 2 miles

Interstate: I64; approx. 2 miles, I264; approx. 2 miles

Rail: Spur through property

Port: Port of Hampton Roads, International Terminals; approx. 5 miles

Administration Building 1:

Square footage: 25,500

- Accounting
- After Sales Support
- Engineering Design
- CAD & Unit Documentation
- General Management
- Human Resources
- Planning
- Purchasing
- Sales and Marketing
- Technical Competency Center
- Employee Cafeteria





Quality. Our DNA

BAUER Compressors Inc. Facilities Description

Manufacturing Building #2

Square footage: 36,500

- Raw material receiving
- Machine programming
 - 5-ton crane system
 - 3-ton bridge crane with 3-ton hoist
 - 2-ton bridge crane with two (2) 1-ton hoists
- 4-ton bridge crane with 3-ton hoist and 1-ton hoist
- Mitsubishi automated laser cutting cell:
 - Two (2) 4,000 watt lasers, {(1) CO2, (1) Fiber} with shuttle tables, 5' x 10' sheet capacity
 - 12-shelf storage tower with 6,000 lbs per shelf capacity
 - Automated material hanging system for machine loading/unloading
 - Four (4) heavy duty processed part unloading stations; 11,000 lbs capacity each
 - Fully integrated machine control system allowing single point of operation
 - Sigma Nest laser software and Color Offload Denesting Software for optimized laser cutting to reduce material waste.
- Metal forming cells including:
 - Salvagnini P2XE Panel Bender; Automated tool changer, automatic material handling
 - AMADA 165 Robotic bending cell with 243-ton bending capacity with robotic capabilities to 180 lb. payload, 13-axis movement, automatic load/unload capabilities and offline programming, 12 ft bend length capacity
 - Pullmax, 145-ton, CNC press brake, 6-axis machine, 10 ft bend length capacity
 - Bystronic 220 Ton, CNC press brake, 6-axis machine, 13 ft bend length capacity
 - Costa metal deburring system with 1350 mm wide conveyor
 - Amada 67 ton electronic press brake, 53" bed length, equipped with offline programming package
- Welding cells including:
 - Six (6) welding stations with MIG and TIG capabilities
 - (2) 6.5 ft X 13 ft Siegmund weld fixturing tables
 - All welders qualified to AWS standards
 - One (1) 2-ton bridge crane with two (2) 1-ton hoists
 - Yaskawa Motoman, 6-axis, jig less welding cell with Motoman "Master Arc" weld robot and one (1) Motoman material handling robot with customized gripper head
- Batch System Painting Operations
 - EPA and DEQ compliant operations
 - Part cleaning booth, accepts parts up to 8 ft wide x 24 ft. long
 - Dry-off / cure oven; drying and curing painted parts up to 8 ft. wide x 24 ft. long. 400 deg. F capabilities
 - Powder coating and/or wet coating of special parts up to 8 ft wide x 24 ft. long.
- Automated Painting Operations
 - 5-stage wash system with final halo rinse
 - Reverse osmosis generation unit to utilize clean water in wash system
 - Climate controlled powder application room
 - Color -On-Demand application booth with 30 second color change capability
 - Color-Max Automatic powder application booth with 12 part sensing oscillating applicators.
- Machine shop
 - Mill
 - Lathe
 - CNC automatic feed mitre saw





Quality. Our DNA

Manufacturing Building #2

Square footage: 33,000

- Fabrication Management and Planning
 - Offices

- Technical Evaluation Center
 - Proto-type and evaluate new product designs
 - Reliability testing of unit design
 - Environmental capabilities of -30 deg. F to 140 deg. F
 - Testing capabilities up to 300 HP with expansion capabilities.
 - Engineered sound attenuated wall systems to enable sound testing

- Testing cell
 - 800 amp service for testing of customized products

- Product Support
 - Rebuild center
 - Re-work of customer equipment
 - 400 amp testing service

- Storage
 - Trade show equipment
 - Campus gym
 - Fabricated finished goods – kitting

- Maintenance Department





BAUER Compressors Inc. Facilities Description

Manufacturing Building #3

Square footage: 56,480

- Production Planning
- Material Planning
- Purchasing
- Quality Assurance Department
 - ISO 17025:2017 qualified Calibration Lab
- TAKT and Assembly Lines/cells including:
 - Large unit assembly TAKT line 1-3
 - Standard unit assembly TAKT line 4
 - Including an Atlas Copco SQS Poka-Yoke data logging system with programmable torque wrenches using digital work instructions for optimizing quality, improve production and reduced TAKT line dwell time
 - Special unit assembly Cell
 - Midsize unit assembly TAKT Line
 - Fill station assembly Cell
 - Dive unit assembly Cell
 - Mechanical sub-assembly
 - Sub Assembly high pressure testing Bench
- UTE CNC tube bender for up to ½” diameter tubing
 - Continental pipe and tube cut-off saw
 - Romer tube-cloning scanner/machine, capable of cloning pre-bent tubes and interphase with CNC tube bending machine for mass production
 - Three (3) Swagelok high capacity swaging machines
- Test Department
 - 50Hz generator for testing units up to 60 horsepower
 - 4-work bays, each equipped with single and three-phase voltage capabilities up to 200 horsepower
 - Mobile calibration lab, 7,500 PSI capable
- Overhead lifting capabilities including:
 - One (1) 1-ton bridge crane
 - Two (2) ½-ton monorail cranes
 - Two (2) ½-ton jib hoists
 - One (1) 1-ton jib crane
 - One (1) 1-ton mobile hoist/crane system
 - One (1) ¼ ton Workcell hoist system
- 30 Ton overhead, outside crane for unit loading
- New Product Development Assembly
 - 15 ton crane capacity
 - Area for assembly of Engineer To Order projects
 - Area for unit development and prototyping assembly
- Electrical Panel Cell





BAUER Compressors Inc. Facilities Description

Building #4

Square footage; 38,000

- Spare Parts order picking, packaging and processing
- Five (5) Vertical Lift Modules
- Main warehousing and storage of compressors and components
- Material receiving
- Crating & shipping



CERTIFICATE

Certificate Number: 111821.00

The Quality Management System and implementation of:

Bauer Compressors, Inc
1328 Azalea Garden Road
Norfolk, VA 23502
United States

meets the requirements of the standard:

ISO 9001:2015

Scope:

The Design, Manufacture, Inspection, Test and Service of Air and Gas Compression Systems, Accessories and Associated Spare Parts for Commercial and Military Applications.

Certificate Expires:	November 21, 2020
Certificate Issued:	November 22, 2017
Certified Since:	June 17, 1998



Dr. Cem O. Onus
Managing Director, Business Assurance
DEKRA Certification, Inc.
1120 Welsh Road, Suite 210
North Wales, PA 19454 USA
(215) 997-4519
dekra-certification.us



UNICUS[®] 4i

4 AND 5-STAGE HIGH PRESSURE BREATHING AIR COMPRESSORS

This game-changing filling station employs our state-of-the-art control system centered around a 15-inch HMI touch screen interface, which allows the operator to manage the entire system from the single-point touch screen. UNICUS 4i has several innovative optional features including BAUER Gas-Tek™ monitoring system, Lab On Locale 2™ and RFID Reader.

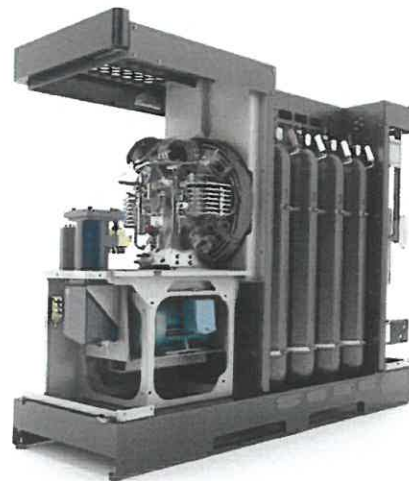
- › **PRESSURE:**
5000 to 6000 PSIG
(345 to 414 BAR)
- › **CHARGING RATE:**
13 to 26.4 SCFM
(368 to 748 L/MIN)
- › **POWER:**
10 to 20 HP
(7.5 to 15 kW)



› UNICUS 4i



› UNICUS 4i
(SHOWING INSIDE FRONT)



› UNICUS 4i
(SHOWING INSIDE BACK)

STANDARD SCOPE OF SUPPLY

- › BAUER breathing air purification system with SECURUS
- › **BAUER 15-inch HMI touch-screen** interface
- › Solid state auto cascade system
- › Compressor low oil pressure and high temperature safety shutdowns
- › Emergency stop push button
- › Ergonomic system-operations panel
- › Ergonomically designed stainless steel fill adaptors with integral bleed valve
- › Automatic condensate drain system with non-corrosive condensate reservoir and integrated float sensor and automatic "Full" indication and compressor shutdown
- › Two (2) ASME code stamped air cylinders installed in an integral rack designed to hold four cylinders
- › NFPA 1901 2016 edition compliant 3 position containment fill station accommodates SCBA or SCUBA cylinders up to 31" overall length

SYSTEM FOOTPRINT

DIMENSIONS L x W x H inches (mm)

- › 101" x 38" x 78" (2565mm x 965mm x 1981mm)

WEIGHT pounds (kg)

- › 4350 - 4550 lb (1973 - 2064 kg)

*Weights are based on a unit equipped with 4 ASMEs

F
I
R
E

AVAILABLE ACCESSORIES (FACTORY INSTALLED)

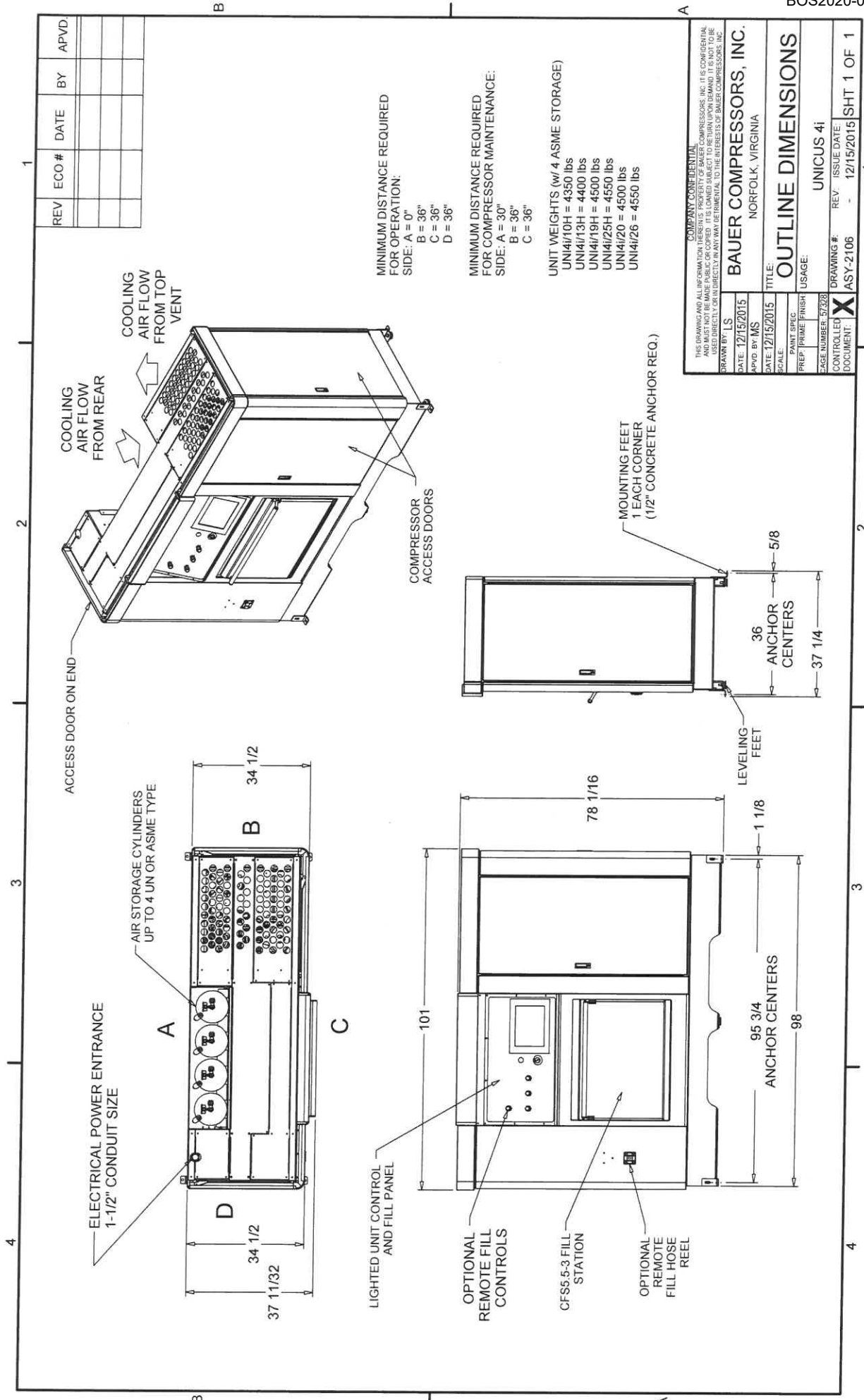
- › **BAUER Gas-Tek™** gas monitoring system
- › **Lab on Locale 2™** accredited remote air testing system
- › **RFID Reader** which reads and records data from the RFID equipped cylinders
- › Hose reel for 100' of high pressure breathing air hose
- › Reg/RF
- › Dual Fill/3 position
- › Tri Fill/3 position
- › Additional air storage cylinders

TECHNICAL DATA

Model	Charging Rate ¹		Number of Stages	Motor		FAD ²	Purification System
	SCFM	L/MIN		HP	kW		
5000 PSIG (345 BAR)							
UNICUS 4i - 26 - E3	26.4	748	4	20	15	22	P5 SECURUS
UNICUS 4i - 20 - E3	21	595	4	15	11	17.5	P5 SECURUS
6000 PSIG (414 BAR)							
UNICUS 4i - 13 - E1/E3	13	368	4	10	7.5	10.8	P2 SECURUS
UNICUS 4i - 18 - E3	18	510	4	15	11	15	P5 SECURUS
UNICUS 4i - 25 - E3	25.2	714	5	20	15	21	P5 SECURUS

1) Based on recharging an 80 cubic foot tank from 500 to 3000 psig

2) Compressor capacity referenced to standard inlet conditions. Tolerance +/- 5%



REV	ECO #	DATE	BY	APVD

<small>THE DRAWING AND ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF BAUER COMPRESSORS, INC. IT IS CONFIDENTIAL AND MUST NOT BE MADE PUBLIC OR CIRCULATED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF BAUER COMPRESSORS, INC. USED DIRECTLY OR INDIRECTLY IN ANY WAY BE FURTHER TO THE INTERESTS OF BAUER COMPRESSORS, INC.</small>	
COMPANY CONFIDENTIAL	
DRAWN BY: LS	DATE: 12/15/2015
APVD BY: MMS	DATE: 12/15/2015
SCALE:	PANT SPEC:
PREP: PRIME FINISH	USAGE:
DRAWING #: X	ISSUE DATE: 12/15/2015
DOCUMENT: ASY-2106	SHT 1 OF 1
BAUER COMPRESSORS, INC. NORFOLK, VIRGINIA	
OUTLINE DIMENSIONS UNICUS 4i	

SUPERSEDES: ALL PRIOR

Specification for a breathing air station to refill self-contained breathing apparatus (SCBA) cylinders with purified air that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, the requirements of ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for respirable air. The breathing air station shall be comprised, in part, of a high pressure compressor and purification system, storage system, cascade fill control panel and containment fill station. The station shall be designed for a maximum working pressure of 6,000¹ PSIG. The Manufacturer shall operate under a Quality Management System which complies with the requirements of ISO 9001:2015 for the design, manufacture, inspection, test, and service of air & gas compressors and associated spare parts for commercial and military applications. All equipment shall be new and of current design and manufacture. Used or refurbished equipment is unacceptable. Specifications are subject to change without notice.

BAUER MODEL
Unicus 4i-25
6000 PSI SERVICE

The breathing air station shall be supplied on a steel base frame of welded construction. The frame shall be designed for both the static and dynamic loads of the system and of sufficient size to adequately accommodate all of the station's components. The compressor, purification system, fill station and all tubing shall be incorporated into an appliance-like enclosure complete with sound attenuation. The enclosure panels shall be equipped with automatic door closure hinges with magnetic strip latching. The system enclosure and base frame shall be finished with a baked on polyester powder coat paint for the ultimate in durability, corrosion resistance, and long life.

The station shall be designed for against-the-wall installation, operation and maintenance and single-point operator control from the front of the station. The design of the station shall permit unrestricted cooling air flow to the compressor and motor when installed against a wall. All system instrumentation, controls and access to the containment fill station shall be located at the front of the station. The depth of the fill station portion of the Unicus 4i is adjustable thereby allowing the Unicus 4i to fit through a standard 36" doorway. The station shall be designed for continuous duty operation indoors with room temperatures ranging between 40°F and 115°F². Installation shall not require a special foundation; however, it is the responsibility of the purchaser to ensure the installation site has a solid and level foundation that can support the weight of the station, the availability of a qualified source of air for the intake of the compressor and adequate ventilation.

All piping and tubing shall be properly supported and protected to prevent damage from vibration during shipment, operation, or maintenance. Piping and tubing shall be installed in a

¹ 5000 PSIG available; see Unicus 4i-26 specification.

² Please consult the Bauer factory for applications outside of this temperature range.

SUPERSEDES: ALL PRIOR

neat and orderly arrangement, adapting to the contours of the station. All instrument tubing shall be 316 series stainless steel.

Performance Table

Model	FAD ³ SCFM	Charging Rate ⁴ SCFM	HP	RPM	Compressor Model	Purification System	Air Processing Capability ⁵ (cu ft)
Unicus 4i-25	21.0	25.2	20.0	1300	K18.1 II	P5 Securus	150,000

Compressor

The compressor shall be an air-cooled, oil lubricated, five stage, four cylinder, single acting, reciprocating compressor. The crankcase shall be cast of a high strength, aluminum alloy. The crankshaft shall be of a single piece forged steel construction, and supported in the crankcase by three long-life roller bearings. The connecting rods shall be of single piece design and constructed of a high strength aluminum alloy. Each connecting rod shall incorporate a roller bearing at the crank end and needle bearing at the pin end. The pistons shall be constructed of an aluminum alloy. Piston rings on the first through fourth stage are of cast iron; fifth / final stage rings shall be of a high strength polymide. The final stage shall incorporate a ringed, free-floating, aluminum piston, which is driven by a guide piston and the previous stage's discharge pressure. The cylinders shall be of cast iron construction with deep cooling fins on the external surface for optimum heat dissipation. The cylinders shall be arranged in a dynamically balanced, diametrically opposed "X" configuration with each cylinder located directly in the cooling fan's blast. The cylinders shall be removable from the crankcase. The compressor's flywheel shall be of cast iron construction. A multi-wing, high velocity cooling fan shall be integral to the flywheel. The fan wings shall be replaceable.

An intercooler shall be provided after each stage of compression and an aftercooler shall be provided after the final stage of compression. The coolers shall be individually detachable from the compressor, located directly in the cooling fan's blast and made of a stainless steel. The aftercooler shall be designed to cool the discharge air to within 18°F of ambient temperature. A cool-down cycle shall not be required prior to stopping the compressor.

A separator shall be supplied after the second and third stages of compression, and after the fourth stage on five stage compressors, and a coalescing separator shall be supplied at the discharge of the compressor. An automatic condensate drain (A.C.D.) system shall be supplied for all of the separators. The drain solenoid shall be controlled by the PLC and factory preset to drain the separators approximately every fifteen minutes for approximately six seconds. The A.C.D. system shall unload the compressor on shutdown for unloaded restart. An exhaust

³ Based on standard inlet conditions.

⁴ Based on recharging an 80 cu ft cylinder from 500 to 3000 PSIG.

⁵ Based on an inlet temperature of 67°F.

SUPERSEDES: ALL PRIOR

muffler and condensate reservoir shall be supplied. The condensate reservoir shall have a high liquid level indication system to provide system shutdown and to alert the operator that the condensate reservoir is at capacity. The operator shall be alerted that the reservoir is at capacity via an audible alarm and a text display message on the panel mounted operator / compressor interface. Manually operated valves shall be supplied to override the automatic operation of the A.C.D. system for test and maintenance purposes.

The compressor shall be lubricated by a combination splash /mist and low pressure lubrication system. The final stage of compression shall be lubricated by a pressurized lubrication circuit. The other stages and the driving gear shall be splash lubricated. The low-pressure lubrication circuit shall include a positive displacement oil pump, gear driven by the crankshaft, a non-adjustable oil pressure regulator, and a full-flow oil filter with replaceable element. A highly visible sight glass shall be included to check the oil level. The oil drain for the compressor shall be piped to the outside of the frame.

The compressor shall be equipped with an inlet filter with replaceable particulate element.

Prime Mover and V-Belt Drive

The three phase electric motor shall be of the open drip-proof (ODP) design. The motor voltage and frequency shall be specified by the purchaser. The compressor and motor shall be mounted on a common base that is vibration isolated from the station's main frame. The compressor and motor shall be arranged in a vertical design. Power from the motor shall be transmitted to the compressor by a v-belt drive. The v-belt drive shall be designed to tension the drive belts automatically. Rotation arrows shall be affixed in a conspicuous place on the compressor.

Electrical Control & Instrumentation

The compressor control panel shall include an across-the-line magnetic motor starter, 24-volt DC control power supply and PLC controller. The control panel shall be built in accordance with UL 508A, the standard for Industrial Control Panels and shall be affixed with a UL label. The label shall also include unit data including the unit serial number, date of manufacture, system voltage and electrical phase.

The PLC compressor control system consists of a programmable logic controller for the monitoring, protection and control of the compressor systems.

Standard features of the control panel include:

- A NEMA type 4 electrical enclosure
- UL electrical panel
- A 12" Human Machine Interface (HMI) multi color screen display shall be provided on the control operations panel
- Emergency Stop Palm Button
- Home screen customizable with distributor contact information

SUPERSEDES: ALL PRIOR

- Real Time Clock (time and date)
- Compressor on / off
- Digital Display of Compressor Final Pressure
- Digital Display of Compressor Oil Pressure
- Digital Display of current Compressor Run Time
- Digital Display of Final Separator Cycle Count
- Compressor High Temperature Shutdown and Alarm
- Full support of the Automatic Condensate Drain system (interval and duration set points adjustable thru the HMI - password protected)
 - Digital Display of time to next ACD Cycle
 - Condensate Drain Reservoir full alarm
- Full support of CO monitor alarm functions (CO Monitor optional)
- Full support of the automatic cascade control system
- Full support of Tiered operator password security levels
- Full support of SECURUS purification system moisture monitor warning and alarm functions
- Built in overtime timer set at 5 hours - optional times available
- Maintenance Timer (selectable between real time or compressor run time) to give Digital Display of all needed Preventative Maintenance Evolutions
- Motor overload alarm
- Nonresettable hourmeter
- Recoverable Run History (last 5 run periods)
- Recoverable Alarm History (last 5 fault shutdowns)
- Support of up to 5 Languages (to be specified at time of order; includes English, French, Spanish & Portuguese)
- Operator choice of display in BAR or PSI

For ease of Maintenance and Repair:

- PLC has removable Terminal Blocks for all connections
- EEPROM (Electrically Erasable Programmable Read-Only Memory) upgrade capability
- Support of optional remote communication protocols (optional)
 - o Via broadband cellular router; 3G and or 4G
- The system wiring shall be encapsulated within a flexible braided cover. Each wire end connection shall be machine crimped and numbered

The HMI shall have adjustable system parameters secured by password protection. The HMI will provide display of all safety / fault shutdowns with a text read-out of the potential cause/s for the fault / shutdown.

The compressor oil pressure shall be monitored by a pressure transmitter and digitally displayed on HMI. The compressor shall shut down and a fault will be indicated on the HMI should the compressor's oil pressure drop below the factory preset value during operation. The oil pressure transmitter shall be by-passed during start-up to permit the oil pump to achieve the normal operating pressure.

SUPERSEDES: ALL PRIOR

The low oil pressure and final air pressure transmitters shall be equipped with sealed electrical connectors. The analog pressure sensors for oil pressure and final pressure shall have adjustable set points thru the HMI (password protected).

A temperature switch shall be supplied on the head of the final stage of compression. The compressor shall shutdown and a fault will be indicated on the HMI should the final stage temperature exceed the tamper-proof set point during operation.

Fault shut downs shall not affect the ability to fill SCBA cylinders from the storage system as long as there is sufficient pressure in the storage to fill them.

Purification System

The purification system shall purify high pressure air to a quality that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for breathing air. Purification shall be achieved by mechanical separation of condensed oil and water droplets, adsorption of vaporous water by a desiccant, adsorption of oil vapor and elimination of noxious odors by activated carbon and conversion of carbon monoxide to respirable levels of carbon dioxide by catalyst.

The high pressure purification chambers shall have a working pressure of 6000 PSIG. The purification system shall utilize replaceable cartridges. The purification system shall be designed so that the replacement of the cartridges can be accomplished without disconnecting system piping. The design of the chambers shall preclude the possibility of operating the system without cartridges installed or with improperly installed cartridges. A bleed valve shall be provided to vent the purification system to facilitate replacing the cartridges. A pressure maintaining valve and a check valve shall be supplied downstream of the purification system to increase the efficiency of the purification system by maintaining a positive back pressure. A check valve shall be supplied between the coalescing separator on the compressor's discharge line and the purification system to maintain the positive pressure in the purification system when the compressor shuts down.

The purification system shall include Bauer's patented Securus Electronic Moisture Monitor System⁶. A sensor shall be located in the Securus purifier cartridge for direct monitoring of moisture levels. Securus requires NO "warm-up" or "stabilization" period. The touch Screen Display shall indicate the status of the Securus cartridge. The Securus system shall warn the operator, in advance, of the impending expiration of the Securus cartridge via a scrolling text display message on the panel mounted operator / compressor interface. The compressor shall shut down automatically and the operator notified via audible alarm and scrolling text display message on the panel mounted operator / compressor interface should the operator fail to change the Securus cartridge within the warning period. The compressor shall not be capable of restarting until the used cartridge(s) are replaced with new ones⁷. The moisture monitoring

⁶ U. S. Patent Number 4,828,589

⁷ Replace all cartridges at the same time.

SUPERSEDES: ALL PRIOR

system shall be of a fail-safe design. Should the electrical contact between the display module and sensor be disconnected, an immediate fault shut down shall be effected. For absolute safety and highest quality breathing air, no manual override shall be supplied for the moisture monitor.

Fill Control / Instrument Panel

A steel fill control/instrument panel affixed with a non-glare Lexan→ overlay shall be installed on the front of the station. The fill control / instrument panel shall be hinged for easy maintenance and accessibility.

The fill control portion of the panel shall be factory piped for four (4) storage banks and designed to fill three SCBA cylinders either independently or simultaneously. The control panel shall include the panel mounted HMI which as a minimum shall, through key stroke, control the following functions:

- Processed breathing air into and out of each individual onboard cascade cylinder, simultaneously and or independently
- Selection of filling the SCBA cylinder/s from either the cascade system or directly from the compressor
- Indicate cascade cylinder storage pressure and rate of refilling
- Regulate the SCBA fill pressure
- Indicate the SCBA cylinder fill pressure and rate of filling

Three (3) panel mounted manually actuated valves shall be provided, one for each SCBA cylinder position in the fill station.

A factory installed LED light strip shall be installed above the panel to provide a glare-free illumination of the control panel. An on/off switch shall be integrated into the HMI for the light.

Air Storage

The air storage system shall include two receivers fabricated, tested and stamped in accordance to Section VIII of the ASME Boiler and Pressure Vessel Code. The receivers shall have a 3:1 safety factor at 6000 PSIG (7000 PSIG MAWP at 200°F).⁸ Each receiver shall have a capacity of 491 cu ft at 6000 PSIG⁹. The receivers shall be mounted in a vertical configuration in a rack that is integral to the breathing air station's frame. The rack shall be designed to accommodate four identical receivers. The receivers shall be installed in accordance with 29 CFR 1910.169. The rack shall be designed to support the receivers in a secure manner and permit visual inspection of the receivers' external surface. Each receiver shall be supplied with a manual drain valve, an isolation valve and safety relief valve. For ease of maintenance and periodic inspection all the drain valves shall be piped to one convenient location within the Unicus III enclosure. Each receiver, or bank of receivers if additional storage is required, shall be piped to the cascade fill control panel to facilitate cascade filling.

⁸ DOT storage systems available.

⁹ Capacity referenced to 70°F.

SUPERSEDES: ALL PRIOR

Containment Fill Station

The front-loading, three position; containment fill station shall totally enclose the SCBA or SCUBA¹⁰ cylinders during the refilling process.

The fill station's outer enclosure and door assemblies shall be constructed of formed ¼ and 3/8 inch thick plate steel. Venting shall be provided in the bottom of the fill station to allow the rapidly expanding air from a ruptured cylinder to escape from the fill station. The fill station shall be ergonomically designed for maximum operator convenience and safety for refilling cylinders. The fill station door and cylinder holder assembly shall tilt out towards the operator 45 degrees, providing unobstructed access to the cylinder holder to load and unload the cylinders. A handle and heavy-duty gas spring shall be incorporated into the design of the fill station to assist the operator in opening and closing the fill station door. It shall take no more than approximately eighteen pounds of force to open or close the fill station door thereby eliminating operator fatigue.

Each cylinder holder shall consist of a thick walled polymer tube which will surround and cradle the SCBA cylinder during the filling process. This type design shall eliminate the need for SCBA cylinder scuff protection and will allow for concussive flexure in the event of a ruptured cylinder thus maximizing operator protection. Designs that do not cradle the cylinder or allow unsupported pressurized cylinders to hang outside the fill enclosure shall be deemed unacceptable as they expose the operator to greater risk of accidental mishandling of a pressurized cylinder during the disconnection process.

Three fill hoses shall be located within the fill station. Each fill hose shall be equipped with an Easy Click SCBA cylinder fill adapter with integral bleed valve. The bleed valve shall automatically close when the operator threads the Easy Click adapter onto the SCBA cylinder. When the fill process is complete, the act of unthreading the Easy Click adapter off the SCBA cylinder shall automatically open the bleed valve. Fill hose retainers shall be provided to anchor the fill hoses when not in use.

Testing and Preparation for Shipment

The breathing air station shall be tested by the manufacturer prior to shipment.

A manufacturer's nameplate shall be placed on the interior of the electric panel. The nameplate shall include, at a minimum, manufacturer's name, model number, serial number, compressor block number, and date of manufacture. Voltage, phase / frequency, and amperage are located on another label inside the electrical panel

The station shall be suitably prepared for motor freight transport. The station shall be bolted to a wooden pallet, wrapped in sheet plastic, and fully protected by a wooden crate. The compressor

¹⁰ SCUBA's up to 31" maximum overall length including valve, boot and fill yoke.

SUPERSEDES: ALL PRIOR

intake and similar openings shall be suitably covered. Component parts, loose parts or associated spare parts shall be packaged separately and shipped on the same pallet if feasible.

Documentation

A documentation package shall be supplied with the station. The documentation package shall include, at a minimum, an operation manual on CD, recommended spare parts list, warranty information and a start-up/warranty registration form.

The Operator's Instruction and Maintenance Manual for the breathing air station shall be as detailed as possible, outlining all operation and maintenance instructions. The manual shall include detailed illustrated drawings for the compressor block and all system components along with a complete parts listing for all illustrated components. Warnings and safety precautions shall be identified clearly in the manual.

Available Accessories

The following shall be offered by the manufacturer as accessories to the breathing air station:

- Two additional ASME receivers
- Storage system with UN coded cylinders
- Gas Tek Carbon Monoxide Monitoring system
 - This unique monitoring device combines the gas monitoring sensor and control module into one compact sensing unit. There is no need to adjust pressures or flows, the Gas Tek monitor shall automatically control the system. The sensor body shall be made of machine grade aluminum alloy with threaded ends caps. Sensor replacement shall require only the unscrewing of the cap from the body and unplugging the sensor, when required. The control system shall prompt the operator, on a quarterly basis, through the control panel mounted HMI when a calibration is due. Additionally, it shall prompt the operator as to the proper functions required to perform the calibration. A calibration gas kit shall be provided along with connection tube.
- Lab on Locale™ 2 Accredited Remote Air Certification System
 - This option enables the system operator to automatically, through HMI key stroke, analyze and certify the compressor systems processed breathing air. The system operator shall be prompted on a quarterly basis, in accordance with NFPA, that an air analysis is required. The system shall utilize a two-step procedure. Step one involves the air specimen being collected from the compressor system sample sensor and sent to the third party certifying laboratory via internet or cell phone. Step two, involves the analysis of the specimen against the appropriate grade air standard. A Test Report is transmitted back to the HMI controller and subsequent storage or printing of the Test Report.
 - In addition to processing samples obtained from the primary compressor, the system shall be designed to electronically transmit air samples taken from other compressor systems.
- SCBA Data logging system

SUPERSEDES: ALL PRIOR

- SCBA Data Logging shall work in conjunction with an SCBA cylinder imbedded RFID chip. Each fill position within the containment fill station shall be fitted with an antenna which will read data from the SCBA imbedded chip upon closure of the fill station door. The data shall be recorded within the control system and downloadable via flash drive. Additionally, all data shall also be archived at the compressor system manufacturer's facility. Recorded data shall include the date a filling sequence was performed; SCBA/Compressor system location; Cylinder fill pressure; The name of the person who logged onto the compressor system; The cylinder serial number and the total number of SCBA cylinder fills
- Dual pressure cylinder refill system. This option allows the system operator to quickly connect/disconnect between two (2) distinct fill hose adapter assemblies. The low pressure assembly shall be protected from over pressurization by an installed safety relief valve set at 10% above the SCBA cylinder pressure.
- Tri pressure cylinder refill system. This option allows the system operator to quickly connect/disconnect between three (3) distinct fill hose adapter assemblies. The low pressure assembly shall be protected from over pressurization by an installed safety relief valve set at 10% above the SCBA cylinder pressure.
- Remote Fill with regulator, pressure gauge, line valve, and cabinet enclosed hose reel with 100 ft of high-pressure 6000 psi hose
- Remote Fill with bulkhead fitting, regulator, pressure gauge, line valve, and quick connect coupling

Reference outline dimension drawing: ASY-2106



DAMARC

“Quality Inspection Services” LLC

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SCBA CONTAINMENT FILL STATION (CFS)

This is to certify that the Bauer Compressors, INC, 1328 Azalea Garden Road, Norfolk, Virginia, CFS Model have been tested and witnessed under the following parameters:

TEST DATE: August 27, 2012, Test 1

TEST SITE: New Mexico Institute of Mining and Technology, Energetic Materials Research and Testing Center, 1001 South Road, Socorro, New Mexico.

TEST ENCLOSURE: CFS – III, Poly composite liner, Three (3) SCBA Bottles DOT – SP 15136-379BAR, 5500 psi, TC –SU 10350-379, AGJ 1188, **75 minute, LUXFER** P/N L 110A-001.

TEST PREPARATION: Insert three (3) SCBA bottles into CFS -III, fill to **5500 psi**, place linear shape charge (LSC) on middle SCBA bottle approximately one third (1/3), downward from top of bottle, with LSC rated at 4" @ 100 grain/ foot.

PRESSURIZATION: Bauer 3-stage gasoline engine driven compressor. Bauer liquid filled gages, new off inventory self, not calibrated.

TIME OF RUPTURE: 12:45 pm, August 27, 2012

TEST RESULTS: **Satisfactory** – Two 4000 frame / second cameras and two live cameras were used to record test results. Observation of the charge set off and explosion of the center SCBA showed the CFS - III with poly liner held without failing. The CFS – III contained the fragments, did not open, protected the operator and after opening at Bauer Compressor’s plant, protected the other two SCBA bottles.

CONCLUSION: The test results as described in NFPA 1901:2009 Para 24.9.7.2 was witnessed as successful.

WITNESSED: Larry Kern NB # 8014 – Damarc Quality Inspection Services LLC

ISO/IEC 17020 Accredited by ANSI-ASQ National Accreditation Board/A class Cert # AI 1377 Expires 2-17-2013



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SCBA CONTAINMENT FILL STATION (CFS)

This is to certify that the Bauer Compressors, INC, 1328 Azalea Garden Road, Norfolk, Virginia, CFS Model have been tested and witnessed under the following parameters:

TEST DATE: August 27, 2012, Test 3

TEST SITE: New Mexico Institute of Mining and Technology, Energetic Materials Research and Testing Center, 1001 South Road, Socorro, New Mexico.

TEST ENCLOSURE: CFS – II, Poly composite liner, Two (2) SCBA Bottles DOT – SP 15136-379BAR, 5500 psi, TC –SU 10350-379, AGJ 1188, **75 minute**, LUXFER P/N L 110A-001.

TEST PREPARATION: Insert two (2) SCBA bottles into CFS -II, fill to **5500 psi**, place linear shape charge (LSC) on one SCBA bottle approximately one third (1/3), downward from top of bottle, with LSC rated at 4" @ 100 grain/ foot.

PRESSURIZATION: Bauer 3-stage gasoline engine driven compressor. Bauer liquid filled gages, new off inventory self, not calibrated.

TIME OF RUPTURE: 3:13m, August 27, 2012

TEST RESULTS: **Satisfactory** – Two 4000 frame / second cameras and two live cameras were used to record test results. The CFS – II Poly liner door held, protected the operator, held the fragments, and after opening at Bauer Compressor's plant protected the second SCBA bottle.

CONCLUSION: The test results as described in NFPA 1901:2009 Para 24.9.7.2 was witnessed as successful.

WITNESSED: Larry Kern NB # 8014 – Damarc Quality Inspection Services LLC

ISO/IEC 17020 Accredited by ANSI-ASQ National Accreditation Board/A class Cert # AI 1377 Expires 2-17-2013



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SCBA CONTAINMENT FILL STATION (CFS)

This is to certify that the Bauer Compressors, INC, 1328 Azalea Garden Road, Norfolk, Virginia, CFS Model have been tested and witnessed under the following parameters:

TEST DATE: August 28, 2012, Test 5

TEST SITE: New Mexico Institute of Mining and Technology, Energetic Materials Research and Testing Center, 1001 South Road, Socorro, New Mexico.

TEST ENCLOSURE: CFS – I, Poly liner, One (1) SCBA Bottle DOT – SP 15136-379BAR, 5500 psi, TC –SU 10350-379, AGJ 1188, 75 minute, LUXFER P/N L 110A-001.

TEST PREPARATION: Insert one (1) SCBA bottle into CFS - I, fill to 5500 psi, place linear shape charge (LSC) on SCBA bottle approximately one third (1/3), downward from top of bottle, with LSC rated at 4" @ 100 grain/ foot.

PRESSURIZATION: Bauer 3-stage gasoline engine driven compressor. Bauer liquid filled gages, new off inventory self, not calibrated.

TIME OF RUPTURE: 11:05 am, August 28, 2012

TEST RESULTS: Satisfactory – Two 4000 frame / second cameras and two live cameras were used to record test results. The CFS – I door held, protected the operator, and contained all fragments from the rupture.

CONCLUSION: The test results as described in NFPA 1901:2009 Para 24.9.7.2 was witnessed as successful.

WITNESSED: Larry Kern NB # 8014 – Damarc Quality Inspection Services LLC

ISO/IEC 17020 Accredited by ANSI-ASQ National Accreditation Board/A class Cert # AI 1377 Expires 2-17-2013

WARRANTY RECIPROCATING COMPRESSOR PRODUCTS for MUNICIPAL BREATHING AIR SYSTEMS

Scope of Warranty: BAUER COMPRESSORS, INC. ("BAUER") warrants that, for a period of **twenty-four (24) months** from date of shipment from BAUER, this product shall conform to the applicable drawings and specifications approved in writing by BAUER, and that such product shall be free of defects in both material and workmanship. This warranty is specific to this product and applies only to the first purchaser ("Customer") during the twenty-four month warranty period and may not be transferred or enforced by any other party. The foregoing warranty period shall be extended to five (5) years from the date of shipment from BAUER for Customers that are Municipal Fire Departments with respect to the compressor block (breathing air application), provided that such extended warranty period shall only apply to product parts with proof of proper maintenance being completed in accordance with published BAUER factory recommendations. To be eligible for this limited warranty to cover Customer's product, Customer must return a properly completed start-up/warranty registration form to BAUER at the address below within **ninety (90) days** from the date of start-up.

Warranty Service: If, in the sole judgement of BAUER or its designated representative, the product does not conform to the applicable drawings and specifications approved in writing by BAUER for the product, or is found to be defective in material or workmanship, BAUER will at its option, either: (a) Repair or replace the product, or refund the product purchase price to the Customer, or (b) Furnish a service representative to correct the defects with the product.

Obtaining Service: To obtain warranty service, Customer should contact BAUER directly at the address below. BAUER may, at its option, refer customer to a BAUER designated representative, such as an authorized distributor, or provide Customer with authorized instructions on the return of the product to BAUER for assessment. Any product shipped to BAUER pursuant to BAUER's authorized return instructions shall be shipped F.O.B. to BAUER at the address below or as otherwise specified by BAUER. All return freight charges incurred shall be the sole responsibility of the Customer.

Warranty Exclusions: This warranty does not cover or shall be void with respect to the following:

- a. Any product for which the Customer has not submitted to BAUER a start-up/warranty registration form within **ninety (90) days** of the start-up of such product.
- b. Any product which Customer fails to ship to BAUER within thirty (30) days of receipt of BAUER's authorized return instructions after submitting a warranty claim to BAUER.
- c. Any defective or damaged products, parts or components resulting directly or indirectly from the use of repair or replacement parts, including filter and separator elements or oil, not manufactured or approved by BAUER or from Customer's failure to store, maintain, and operate the product according to recommendations contained in the INSTRUCTION MANUAL AND REPLACEMENT PARTS LIST included with the product as well as under standard engineering practices.
- d. Any product for which Customer does not have a service record book showing that regular maintenance work has been carried out utilizing Genuine Bauer Components. **BAUER or its designated representative may require proof of maintenance prior to rendering any decision on the validity of a warranty request.**
- e. Any alleged product defect resulting from deterioration or wear occasioned by chemical and/or abrasive action.
- f. Component parts or assemblies not manufactured by BAUER to the extent that such component parts or assemblies are not warranted by the original manufacturer. Further, BAUER shall have no responsibility for any cost or expense incurred by Customer due to the inability of BAUER to repair a component part or assembly under said third-party manufacturer warranty when such inability is beyond the control of BAUER or is caused solely by the Customer.

Additional Limitations: The warranty service and procedures described in this warranty constitutes Customer's sole and exclusive remedy for any claim hereunder. **BAUER MAKES NO WARRANTIES, REPRESENTATIONS OR PROMISES AS TO THE QUALITY, PERFORMANCE OR OTHERWISE WITH RESPECT TO ITS PRODUCTS OTHER THAN THOSE SPECIFICALLY STATED IN THIS WARRANTY. FURTHER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BAUER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL BAUER'S LIABILITY, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, EXCEED THE PRICE OF THE INDIVIDUAL PRODUCT WHOSE DEFECT FOR DAMAGE IS THE BASIS OF THE CLAIM. BAUER SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, OR LOSS OF USE OF FACILITIES OR EQUIPMENT.**

BAUER COMPRESSORS, INC.
1328 Azalea Garden Road, Norfolk Virginia 23502
Phone: (757) 855-6006 Telefax (757) 855-8654

PROJECT APPROACH

Project Approach

- When Safe Air Systems Inc. is awarded the bid and required documents have been signed and received at SAS time clock starts for 45-day deadline.
- Safe Air Systems will place the order for the equipment to Bauer Compressors, Inc.
- Upon completion of assembly from Bauer Compressors, Inc. the units will be freighted to Safe Air Systems for testing.
- When testing is complete Service Manager, Tom Barber will contact the Chief or their designee to set up install date for each unit. Safe Air Systems will need two different install dates. Depending on customers availability and readiness of electrical disconnect provided. This will be the end of the 45-day deadline.
- After the date has been set the Service/ Install Technician, Justin Meadows will deliver and install the unit, connect to existing electrical disconnect, and preform start up. At the time of install user training will be conducted.

REPRESENTATIVE PROJECTS

Representative Projects

Safe Air Systems currently is providing Maintenance and service to 265 customers in Virginia both municipalities and corporations.

Provided is a list of customers and contacts of equipment sold in Virginia in the past 2 years.

This list is proprietary and cannot be shared with other bidders

CUSTOMER	CONTACT	EQUIPMENT	TYPE OF SERVICE
Prince William Co.	Chris Bizjak	Bauer UNIII	Sales and Service
Charlottesville Fire Dept.	Scott Carpenter	Bauer MINI UNI	Sales and Service
Dillwyn Vol Fire Dept.	Fire Chief	Bauer MINI UNI	Sales and Service
Lycra Corp.	Rilo Michael	Bauer Vertecon 25	Sales and Service
Montgomery Co.	Neal Turner	Bauer Legacy and CFS	Sales and Service
Wakefield Fire Dept.	Pat Bowen	Bauer Legacy and CFS	Sales and Service
Gasburg Vol Fire Dept.	David Blount	Bauer Legacy and CFS	Sales and Service

COST OF OWNERSHIP



a Subsidiary of Breathing Air Systems

 THE NATION'S LARGEST DISTRIBUTOR OF **BAUER**
 COMPRESSORS


Quote

 210 Labrador Dr.
 Randleman, NC 27317

 Order Number: 0082499
 Order Date: 4/30/2020
 Customer Number: 07-0600001

Sold To:
 FLUVANNA CO. FIRE DEPT.
 Palmyra, VA 22963

Ship To:
 FLUVANNA CO. FIRE DEPT.
 Palmyra, VA 22963

Confirm To:

PO#:

Terms: Credit Card

Salesperson: SUSAN PIOTRO

Quantity	Item Code		
	1st year		
4	/SAS-PM	ROUTINE SERVICE 1ST YEAR	3,346.44
4	/AIRTEST-N41989	AIR TEST QUARTERLY GRADE 1989	1,660.36
	2nd year		
4	/SAS-PM	ROUTINE SERVICE 2ND YEAR	3,513.76
4	/AIRTEST-N41989	AIR TEST QUARTERLY GRADE 1989	1,743.36
	3rd year		
4	/SAS-PM	ROUTINE SERVICE 3RD YEAR	3,689.44
4	/AIRTEST-N41989	AIR TEST QUARTERLY GRADE 1989	1,830.52
	4th year		
4	/SAS-PM	ROUTINE SERVICE 4TH YEAR	3,873.92
4	/AIRTEST-N41989	AIR TEST QUARTERLY GRADE 1989	1,922.04
	5th year		
4	/SAS-PM	ROUTINE SERVICE 5TH YEAR	4,067.60
4	/AIRTEST-N41989	AIR TEST QUARTERLY GRADE 1989	2,018.16
	6th year		
4	/SAS-PM	ROUTINE SERVICE 6TH YEAR	4,270.96
4	/AIRTEST-N41989	AIR TEST QUARTERLY GRADE 1989	2,119.08



a Subsidiary of Breathing Air Systems

info@safearsystems.com | sales@breathingair.com

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QUOTE #: 0082499

Page 2 of 2

7th year

4	/SAS-PM	ROUTINE SERVICE 7TH YEAR	4,484.52
4	/AIRTEST-N41989	AIR TEST QUARTERLY GRADE 1989	2,225.04

8th year

4	/SAS-PM	ROUTINE SERVICE 8TH YEAR	4,708.76
4	/AIRTEST-N41989	AIR TEST QUARTERLY GRADE 1989	2,336.28

9th year

4	/SAS-PM	ROUTINE SERVICE 9TH YEAR	4,944.20
4	/AIRTEST-N41989	AIR TEST QUARTERLY GRADE 1989	2,453.08

10th year

4	/SAS-PM	ROUTINE SERVICE 10TH YEAR	5,191.40
4	/AIRTEST-N41989	AIR TEST QUARTERLY GRADE 1989	2,575.76

SERVICE QUOTE FOR 10 YEARS TO INCLUDE NFPA 1989 BEFORE/AFTER AIR TEST KITS. ALSO NFPA 1989 QUARTERLY AIR TEST PROGRAMS.

Net Order:	62,974.68
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	62,974.68

Sales Department

Note: Payment by Credit Card will incur a convenience fee totaling 3.0% of the transaction amount on all transactions exceeding \$1,500.00.

Order Acceptance

Sign: _____

Date: _____

Title: _____

PO#: _____

PROPOSAL FOR COMPRESSORS



a Subsidiary of Breathing Air Systems

210 Labrador Dr.
Randleman, NC 27317

THE NATION'S LARGEST DISTRIBUTOR OF **BAUER**
COMPRESSORS



Quote

Order Number: 0082572
Order Date: 5/5/2020
Customer Number: 07-EQ

Sold To:
County of Fluvanna
132 Main St
Palmyra, VA 22963

Ship To:
County of Fluvanna
132 Main St
Palmyra, VA 22963

Confirm To: Cyndi Toler 434-591-1930

PO#:

Terms: NET 30 W/APPRO

Salesperson: MARK PRILLAM

Quantity	Item Code	
4	UN4I/13-E3	Unitized Air System, 6000PSI 1 with 5 year warranty Unitized Air System, 6000PSI 13.0 cfm. charging rate. 67,000 cu ft purification system with SECURUS electronic cartridge monitor. Includes a three position NFPA compliant fill station, Control panel with lexan laminate fill schematic, automatic condensate drain system and PLC controller with smart pad operator interface console. Entire electrical assembly is UL LISTED. All in an attractive sound attenuating enclosure. Single or Three phase electric.
4	MNR-29/CAL	Monitor - electronic carbon mo Monitor - electronic carbon monoxide with calibration kit.
4	UN4I/RF/REL-9	Remote fill hose with 100 ft. Remote fill hose with 100 ft. hose reel. Includes adjustable regulator - gauge and isolation valve added to a UN4i compressor.
4	RFID4I	RFID SCBA Data Logging with ca RFID SCBA Data Logging with capability for the data to be backed up to a central cloud database via internet connection
16	90-UN-6000A	CYLINDER, UN 6000 PSI
4	UNICUS-4/DOT/6K	(4) 6K DOTS INSTALLED IN UNIT
4	/FREIGHT	FREIGHT
4	CUSTOM ASSY	ELECTRICAL PIG TAIL Electrical Pig Tail
8	/SHOP LABOR	SHOP LABOR



info@safairsystems.com | sales@breathingair.com



a Subsidiary of Breathing Air Systems

QUOTE #: 0082572

Page 2 of 3

32	/TRAVEL LABOR	TRAVEL LABOR
12	/FIELD LABOR	FIELD LABOR SAS
1	/TRADE	Trade In
	Kents Store Station	
1	/TRADE	Trade In
	Palmyra Fire Station	

THIS QUOTE IS FOR A BAUER UNICUS 4I/13-E3 ALL IN ONE SYSTEM,

** 13 CFM, 6000 PSI, 10 HP SINGLE OR THREE PHASE MOTOR. INTERSTAGE GAUGES, AUTO CONDENSATE DRAIN, ELECTRIC MOISTURE MONITOR AND CO MONITOR.

** 3 POSITION CONTAINMENT FILL STATION WITH 4 BANK AIR CONTROL PANEL WITH AUTO CASCADE FEATURE. THIS SYSTEM COMES WITH CAPABILITY FOR BULK FILLING SCBA CYLINDERS WHEN POWER IS OUT. FILL STATION IS NFPA 1901 COMPLIANT

** (4) 6000 PSI UN STORAGE BOTTLES WITH AUTO REFILL CIRCUIT. UN CYLINDERS ONLY HAVE TO BE TESTED EVERY 10 YEARS.

DESIRED EQUIPMENT WHICH CAN BE REMOVED FROM PRICE

* REMOTE FILL HOSE WITH 100 FT. HOSE REEL. INCLUDES ADJUSTABLE REGULATOR - GAUGE AND ISOLATION VALVE AND 6000 PSI FILL ADAPTOR. **DEDUCT \$11425.00**

RFID SCBA DATA LOGGING SYSTEM WITH THE CAPABILITY FOR THE DATA TO BE BACKED UP TO A CENTRAL CLOUD DATABASE VIA INTERNET CONNECTION. **DEDUCT \$43296.00**

PRICE REFLECTS ALLOWING FOR TRADE IN EQUIPMENT AS FOLLOWS ITEMS TO BE TRADED IN ARE:

KENTS STORE STATION, **TRADE ALLOWANCE \$500.00**
COMPRESSOR, FILL CABINET, STORAGE BOTTLES.

PALMYRA FIRE STATION, **TRADE ALLOWANCE \$850.00**
COMPRESSOR, FILL CABINET, STORAGE BOTTLES

SAFE AIR TO DELIVER & INSTALL COMPRESSOR SYSTEM. WE WILL GIVE USER TRAINING AT TIME OF INSTALL..



a Subsidiary of Breathing Air Systems

info@safesystems.com | sales@breathingair.com



QUOTE #: 0082572

Page 3 of 3

Net Order:	330,450.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	330,450.00

Sales Department

Note: Payment by Credit Card will incur a convenience fee totaling 3.0% of the transaction amount on all transactions exceeding \$1,500.00.

Order Acceptance

Sign: _____

Date: _____

Title: _____

PO#: _____

Exhibit 1
COMPRESSOR SYSTEM MATRIX

Required	Yes	No	Desired	Yes	No
Automated cascade process	✓		All components located within base confines of the unit	✓	
Minimum rating of 13 SCFM, 6000 PSI	✓		Trade-ins allowed	✓	
Purification system to purify air to Grade E	✓		Operator panel to display each stage of compression		✗
Packaged appliance style and powder coat painted	✓		RFID reader to automatically read and record data from RFID equipped cylinders	✓	
Operator panel on the front of the unit.	✓		Data backup capability by internet and/or flash drive	✓	
Palm style Emergency Stop button on operator panel	✓		Minimum of 10' 6000 PSI hose with fill adaptor assembly on an incorporated reel	✓	
Ability to retrieve an air sample for testing	✓				
Equipped with an ACD; drains at a minimum of every 20 minutes of continuous run; auto shut-off if not depressurized and released	✓				
2-position containment fill station certified to NFPA 1901, latest edition	✓				
Air retrieval method/ability to fill cylinders during a power failure	✓				
4 identical UN/ISO storage cylinders rated to at least 509 cu. ft. per 6000 PSI	✓				
CO Monitor wired for auto shut down per NFPA standards	✓				
Minimum of 10' 6000 PSI hose with fill adaptor assembly	✓				
Color, touch-screen operator interface	✓				

PROPOSAL FOR MOBILE CYLINDERS



a Subsidiary of Breathing Air Systems

THE NATION'S LARGEST DISTRIBUTOR OF **BAUER** COMPRESSORS



210 Labrador Dr.
Randleman, NC 27317

Quote

Order Number: 0082574
Order Date: 5/5/2020
Customer Number: 07-EQ

Sold To:
County of Fluvanna
132 Main St
Palmyra, VA 22963

Ship To:
County of Fluvanna
132 Main St
Palmyra, VA 22963

Confirm To: Cyndi Toler 434-591-1930 **PO#:**

Terms: NET 30 W/APPRC

Salesperson: MARK PRILLAM

Quantity	Item Code	
----------	-----------	--

MOBLIE SYSTEM CYLINDERS

4	90-UN-6000A	CYLINDER, UN 6000 PSI
4	CYL-ELB-702	CGA FITTING/ELBOW FOR 6K
4	AC-12 HY	TULIP RING VALVE PROTECTOR HYB
4	/TRADE	Trade In
1	/FREIGHT	FREIGHT



a Subsidiary of Breathing Air Systems

info@safeairsystems.com | sales@breathingair.com

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QUOTE #: 0082574

Page 2 of 2

THIS QUOTE/ PROPOSAL IS FOR:

4- NEW UN 6000 PSI CYLINDERS WITH VALVE PROTECTORS AND 6000 PSI FITTINGS TO CONNECT TO EXISTING HOSES.

UN CYLINDERS ONLY NEED TO BE TESTED EVERY 10 YEARS.

THIS QUOTE INCLUDES DELIVERY OF CYLINDERS TO BE INSTALLED BY CUSTOMER

PRICE REFLECTS SAFE AIR SYSTEMS TAKING 4-4500 PSI DOT CYLINDERS IN ON TRADE

TRADE FOR 4500 PSI CYLINDERS IS \$50.00 PER CYLINDER FOR A TOTAL OF \$200.00 ALREADY DISCOUNTED ON FINAL PRICE.

Net Order:	5,842.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	5,842.00

Sales Department

Note: Payment by Credit Card will incur a convenience fee totaling 3.0% of the transaction amount on all transactions exceeding \$1,500.00.

Order Acceptance

Sign: _____

Date: _____

Title: _____

PO#: _____

APPENDIX

210 Labrador Drive
Randleman, NC 27317
toll free 800.424.8633



Located in NC, SC, VA

BOS2020-06-03 p.104/208
www.safeairsystems.com
phone 336.674.0749
fax 336.674.3688

New Customer Information

Please provide the following information to establish your account. Please return to **Mark Prillaman** with your credit application by mail, fax, or email to **mprillaman@safeairsystems.com**

Customer Billing Information

Name _____
Attention: _____
Address _____

City, State, Zip _____
Phone # _____ Fax # _____

Customer Shipping Information (We can not ship to PO Boxes)

Name _____
Address _____

County _____
City, State, Zip _____
Phone # _____ Fax # _____

Main Contact Information

Name _____ Cell Phone # _____
Phone # _____ Email Address _____

Alternate Contact Information

Name _____ Cell Phone # _____
Phone # _____ Email Address _____

Accounts Payable Contact Person

Name _____
Phone # _____
Email _____

IF YOU ARE TAX EXEMPT, PLEASE PROVIDE EXEMPTION NUMBER OR LETTER OF EXEMPTION.

Special Instructions for Billing, Shipping, Installation, etc.

210 Labrador Drive
Randleman, NC 27317
toll free 800.424.8633



Located in NC, SC, VA

BOS2020-06-03 p.105/208
www.safeairsystems.com
phone 336.674.0749
fax 336.674.3688

Credit Application

Please return by mail, fax or email to mprillaman@safeairsystems.com

Department Name _____
Street Address _____
City, State, Zip _____
Mailing Address _____
City, State, Zip _____
Phone # _____
Fax # _____
Email: _____
Officers _____ Phone # _____

Terms of Sales

All invoices are due and payable **NET 30** days from date of invoice.

As a condition of sales agreement, a monthly finance charge of 1.5% will be added to all delinquent accounts.

All claims for which we may be responsible must be made within 30 days from the date material is received.

Applicant understands and agrees to meet Safe Air Systems "Term-of-Sale", to pay service charges assessed and to pay reasonable attorney fees in the event of default.

An authorized signature on our credit application is required.

Signed: _____ Date: _____
(Must be signed by an Officer of the Company)

Title: _____



a Subsidiary of Breathing Air Systems



210 Labrador Dr.
Randleman, NC 27317

Quote

Order Number: 0081260
Order Date: 5/15/2020
Customer Number: 07-EQ

Sold To:
County of Fluvanna
132 Main St.
Palmyra, VA 22963

Ship To:
County of Fluvanna
132 Main St.
Palmyra, VA 22963

Confirm To: Cyndi Toler 434-591-1930

PO#:

Terms: NET 30 W/APPRO

Salesperson: MARK PRILLAM

Quantity	Item Code	
4	LEGACY-13-E3	Compressor system - 13 cfm. 10HP E-3 Bauer Vertecon Air System 6000 psi. 13 cfm. Charging rate with pressure switch for automatic start & stop control. Locally mounted interstage pressure gauges. P2S 67,000 cu ft purification system with SECURUS electronic cartridge monitor. Pressure lubricated with low oil protection. Automatic condensate drain system on/off switch with E-Stop Button. Entire electrical assembly is UL LISTED. Three phase electric.
4	26-SASCO-24V LEGACY	CO MONITOR 24 V FOR LEGACY
4	OUTV-KIT/CLAS	COMP OUTLET VALVE KIT
4	CFS5.5-2M	Fill Station - dual fill. Ind
		Fill Station - dual fill. Independently tested containment fill station meets NFPA 1901. Includes cylinder scuff guard - SCBA fill connection. Fill hose with bleed valve and safety door interlock. 5500 psi fill pressure.
4	BAS-099	
4	ACP-4BNK-2P-SS	4 BNK ACP SS W/RF & REG 2 POS
16	90-UN-6000A	CYLINDER, UN 6000 PSI
16	CYL-ELB-702	CGA FITTING/ELBOW FOR 6K
16	94-B996GALV	UNI-STRUT PER FOOT 13/16"" GAL
		UNI-STRUT PER FOOT 13/16"" GALV
16	95-C105-93/8	CLAMPS, 9 3/8""
16	50-BA003-3E	BREATHING AIR HOSE 3'
4	50-BA010-3E	BREATHING AIR HOSE 10'



4	CUSTOM ASSY	ELECTRICAL PIG TAIL
4	/FREIGHT	FREIGHT
8	/SHOP LABOR	SHOP LABOR
12	/TRAVEL LABOR	TRAVEL LABOR
16	/FIELD LABOR	FIELD LABOR SAS

THE FOLLOWING NEGOTIATED PROPOSAL WILL REPLACE THE ORIGINAL PROPOSAL # 82572. THIS PROPOSAL IS FOR A COMPATABLE CFM AND PSI LEGACY 13 COMPONENT SYSTEMS. THIS WILL BE A SAVINGS OF \$174,230.00

THE LEGACY 13 SYSTEMS CONTAINS THE FOLLOWING COMPONENTS:

(4)- BAUER LEGACY 13 COMPRESSORS, 13 CFM, 6000 PSI, 10 HP SINGLE OR THREE PHASE MOTOR WITH CO AND MOISTURE MONITORS.

(4)- BAUER CFS5.5-2S TWO POSITION CONTAINMENT FILL STATIONS WITH 4 BANK AIR CONTROL PANEL. INCLUDES BANK GAUGES AND LINE VALVES, SUPPLY GAUGE, 0-6000 PSI ADJUSTABLE REGULATOR, REGULATED PRESSURE GAUGE, (2) FILL VALVES AND (2) FILL PRESSURE GAUGES. FILL STATION IS NFPA 1901 COMPLIANT.

(16)- 6000 PSI UN STORAGE CYLINDERS, 509 CU FT PER CYLINDER, WITH CGA FITTINGS AND HOSE'S TO CONNECT TO AIR CONTROL PANEL. INCLUDES UNI-STRUT & CLAMPS TO SECURE CYLINDERS TO THE WALL. UN CYLINDERS HAVE TO BE RECERTIFIED EVERY 10 YEARS.

PRICE INCLUDES DELIVERY & INSTALLATION OF THE EQUIPMENT ON THIS QUOTE. WE WILL GIVE USER TRAINING AT THE TIME OF INSTALL.

*** CUSTOMER TO PROVIDE SUITABLE ELECTRICAL SUPPLY FOR THE UNIT TO INCLUDE WALL MOUNT DISCONNECT

5 YEAR BAUER COMPRESSOR BLOCK WARRANTY AND 2 YEAR WARRANTY ON REST OF UNIT.



a Subsidiary of Breathing Air Systems

info@safeairsystems.com | sales@breathingair.com

BOS2020-06-03 p. 108/208
SAFE AIR SYSTEMS

QUOTE #: 0081260

Page 3 of 3

Net Order:	156,220.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	156,220.00

Sales Department

Note: Payment by Credit Card will incur a convenience fee totaling 3.0% of the transaction amount on all transactions exceeding \$1,500.00.

Order Acceptance

Sign: _____

Date: _____

Title: _____

PO#: _____

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

TAB B

MEETING DATE:	June 3, 2020				
AGENDA TITLE:	Ratify Advertisement for the Supplemental Appropriation of FY20 CARES Act Funding				
MOTION(s):	I move the Board of Supervisors ratify the advertisement of a Public Hearing for the supplemental appropriation of CARES Act Funding for FY20				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Mary Anna Twisdale, Director of Finance				
PRESENTER(S):	Mary Anna Twisdale, Director of Finance				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<p>Per the Code of Virginia 15.2.2507, any additional appropriation(s) which increases the total budget by more than 1% of the total expenditure budget for that fiscal year is required to be advertised for a public hearing at least seven days prior to the Board of Supervisors' approval of such appropriation; with such advertisements authorized by the County Administrator, unless the County Administrator deems such request for advertisement should require Board of Supervisors approval.</p> <p>Allocation of CRF Funds to Localities While the federal CARES Act does not require that states distribute funding to local governments with populations less than 500,000 residents, the Governor recognizes that localities are experiencing the same COVID-19 related expenses as the Commonwealth. Therefore, fifty (50) percent of the locally-based allocations will be distributed to counties and cities on or around June 1, 2020, by the Department of Accounts (DOA) after receipt of a signed certification from the locality. This distribution will be made to the local treasurer in the same manner that Car Tax Relief Payments are made. Each locality's allocation will be based on the proportion that the locality's population represents of the statewide total population. Appendix A reflects the population used by US Treasury to allocate CRF funds to the states. This population data is the basis for determining the allocations to each locality. This table also reflects each locality's share of the current distribution based on the population data displayed. Please note that the population data for each county includes the populations of the towns within its borders. Consequently, the allocation indicated for each county includes any allocations based on residents that live in the towns located within that county. CRF funds should be considered "one time" monies and should not be used for ongoing services and/or base operations. Because the funds must be expended by December 30, localities are advised not to create services with expenses beyond that period. Any</p>				

	expenses beyond December 30, 2020, must be paid entirely by the locality from local funds.				
FISCAL IMPACT:	<ul style="list-style-type: none"> • Fluvanna County will receive \$2,379,202 • These funds must be expended by Dec 30, 2020 and are for expenditures related to COVID19 between March 1, 2020 and Dec 30, 2020. 				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

NOTICE OF PUBLIC HEARING

On Wednesday, June 17, 2020, the Board of Supervisors (the “Board”) of Fluvanna County, Virginia (the “County”), will hold a public hearing on the proposed supplemental appropriation of FY20 CARES Act Funding in the estimated amount of \$2,379,202. These funds will be used for COVID19 related expenses incurred between March 1, 2020 and December 30, 2020.

If the Board has resumed holding its meetings “in person,” the public hearing will be conducted at 7:00 p.m. in the Circuit Courtroom, Fluvanna County Courts Building, 132 Main Street, Palmyra, Virginia, and interested persons may appear at such time and place and present their views. If the June 17, 2020 meeting of the Board is held “virtually,” as has been the Board’s practice in recent months due to the COVID-19 pandemic, instructions for participation in the public hearing will be available on the County’s website: <https://www.fluvannacounty.org/bos>. Interested persons wishing to express views on the supplemental appropriation may also submit written comments prior to the time of the hearing to the attention of Eric M. Dahl, County Administrator, 132 Main Street, Palmyra, Virginia 22963.

**Clerk, Board of Supervisors of
Fluvanna County, Virginia**

**TO BE PUBLISHED IN THE FLUVANNA REVIEW NO LATER THAN JUNE 4th and
JUNE 11th, 2020**

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

TAB C

MEETING DATE:	June 3, 2020				
AGENDA TITLE:	FY20 Budget CSA Purchase of Services Supplemental Appropriation				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$100,000 for the FY20 CSA Purchase of Services Budget, with the \$47,640 local portion of funding to come from Unassigned Fund Balance and the state portion of \$52,360 to come from the Office of Children's Services.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Bryan Moeller, CSA Coordinator				
PRESENTER(S):	Bryan Moeller, CSA Coordinator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>The CSA Purchase of Services budget is projected to be over-budget. Local funds will account for approximately 38% of the total CSA Purchase of Services budget and the State pool covers the remaining 62%. Currently, staff projects the final FY20 budget amount needed to be \$2,950,000, approximately \$100,000 over the current budgeted amount of \$2,850,000. This over-budget balance changes daily as children come into the program, and as unused funds are released for services. This supplemental appropriation would make the revised FY20 budget \$2,950,000.</p>				
FISCAL IMPACT:	Increase the FY20 CSA Purchase of Services budget by \$100,000, of which \$47,640 is our local share to be funded from Unassigned Fund Balance and \$52,380 to be reimbursed to Fluvanna County through the State pool reimbursement.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

TAB D

MEETING DATE:	June 3, 2020				
AGENDA TITLE:	Ratify Advertisement of VRA Bond Pubic Hearing – ZXR Water/Sewer Project				
MOTION(s):	I move the Board of Supervisors ratify the advertisement of a Public Hearing on the proposed issuance of a water and sewer revenue bond in the estimated maximum principal amount not to exceed \$3,000,000 to be sold to the Virginia Resources Authority (VRA).				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Mary Anna Twisdale, Director of Finance				
PRESENTER(S):	Mary Anna Twisdale, Director of Finance				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	<p>Code of Virginia 15.2-2606: "...before the final authorization of any bonds by a locality, the governing body of the locality shall hold a public hearing on the proposed bond issue. Notice of the hearing shall be published once a week for two successive weeks in a newspaper published or having general circulation in the locality. The notice shall state the general purpose or purposes and the estimated maximum amount of the bonds proposed to be issued and shall specify the time and place of the hearing at which persons may appear and present their views. "</p> <p>The advertisement will be published in the Fluvanna review on June 4th and June 11th .</p>				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Notice of Public Hearing				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

NOTICE OF PUBLIC HEARING

On Wednesday, June 17, 2020, the Board of Supervisors (the “Board”) of Fluvanna County, Virginia (the “County”), will hold a public hearing on the proposed issuance of a water and sewer revenue bond of the County, in the estimated maximum principal amount not to exceed \$3,000,000 (the “Bond”), to be sold by the County to the Virginia Resources Authority (“VRA”), which is expected to purchase the Bond pursuant to a Local Bond Sale and Financing Agreement between the County and VRA with a portion of the proceeds of the sale of the VRA’s Series 2020B Bonds (Virginia Pooled Financing Program). Proceeds generated from the sale of the Bond to VRA will be used for the purpose of financing the planning, acquisition and construction of certain water and wastewater infrastructure improvements in the Zion Crossroads area of the County and paying certain costs of issuance of the Bond.

If the Board has resumed holding its meetings “in person,” the public hearing will be conducted at 7:00 p.m. in the Circuit Courtroom, Fluvanna County Courts Building, 132 Main Street, Palmyra, Virginia, and interested persons may appear at such time and place and present their views. If the June 17, 2020 meeting of the Board is held “virtually,” as has been the Board’s practice in recent months due to the COVID-19 pandemic, instructions for participation in the public hearing will be available on the County’s website: <https://www.fluvannacounty.org/bos>. Interested persons wishing to express views on the issuance of the Bond may also submit written comments prior to the time of the hearing to the attention of Eric M. Dahl, County Administrator, 132 Main Street, Palmyra, Virginia 22963.

**Clerk, Board of Supervisors of
Fluvanna County, Virginia**

**TO BE PUBLISHED IN THE FLUVANNA REVIEW NO LATER THAN JUNE 4th and
JUNE 11th, 2020**



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Cassandra R. Winfrey		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input checked="" type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other		
Mailing Address (including City, State, & ZIP) Oliver Creek Road Troy VA 22974		Physical Address (if different)		
Years Lived in Fluvanna 5	Cell Phone – preferred? 540-808-6502	Home Phone – preferred?	Email my2kids0406@gmail.com	
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): See attached				
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:				
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates):				
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I would like to provide service in Fluvanna County to address the growing need of children who are having difficulty accessing mental health services. Due to funding cuts from insurance companies and other facilities, children are left without needed services. This extends into their families where parents are not able to access necessary services to be better parents due to lack of funding, limited transportation, and lack of knowledge of services available in the community. As a LPC in Virginia, I desire to make a difference by helping others identify service needs and increasing their access on a community level to preserve the family unit when able to do so.				
Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963 By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.				
Applicant's Signature Cassandra R. Winfrey, MA, LPC		Date 3/15/2020		

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

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

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

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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

Office Use Only		
Application Received On:	3/15/2020	Application Received By: Caitlin Solis
Acknowledgement Sent:		
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		

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

HEALTH CONNECT AMERICA, CLINICAL SUPERVISOR

03/2020-PRESENT

Provide supervision to QMHP staff focusing on clinical skill building, assist with daily business duties, and collaborate with schools, parents, families, and other community service agencies to provide services to children/families in the home and in TDT settings.

VALLEY COMMUNITY SERVICES BOARD

11/2015-3/2020

As a Senior Lead Clinician, I have been responsible for the supervision of Therapeutic Day Treatment (TDT) staff (bachelor's level). Also provided supervision of programs (TDT and outpatient) in the school setting. I have provided outpatient counseling (individual and group) and in the moment (crisis/behavior modification/skill building) support to adolescents and children in the school setting. Responsible for maintaining detailed documentation of daily activities and progress of clients. Responsible for development of comprehensive treatment plans and provision of service coordination. Provide assessment for crisis and safety of clients with referral to local CSB and/or emergency room as needed. Provide psychoeducation to clients and families regarding mental health diagnoses, need for treatment, treatment options, and referral for other services. Collaborate with clinical supervisors and other staff/service providers to increase comprehensive care.

COMPASS COUNSELING OF VIRGINIA, CHARLOTTESVILLE, VA

05/2014-11/2015

As an Intensive In-Home Clinician, I provided in home counseling services to families and children/adolescents focusing on development of relationships and boundary setting. Responsible to attend appointments to ensure comprehensive care and communicate with other providers. Provided psychoeducation on boundaries, medications, and relationships to family and client. Provided use of crisis assessment and accompanied clients to hospital for pre-screening as needed, regarding possible need for hospitalization or more intensive services. Kept detailed notes of daily meetings with clients/families to document progress. Provided information to insurance agencies and other funding sources to continue care for clients as needed.

RDP ENTERPRISES, RICHMOND VA

9/2013-5/2014

As a Transitional Living Case Manager, provided case management services to client's aging out of the foster care system. Provided support in independent living skills and encouraged accessing other community based services for mental health, employment, or other need. Provided psychoeducation on medications, life skills, and keeping appointments. Attended appointments with clients to model appropriate communication to increase efficacy of service provided. Provided detailed daily notes to supervisor regarding client progress and continued need of services.

PROFESSIONAL QUALIFICATIONS:

VA LPC current license

Provision of DSM-5 diagnoses and identifying necessary services as well as communicating to identify funding sources with other community services

EDUCATION:

LIBERTY UNIVERSITY, LYNCHBURG VIRGINIA

General coursework for both a BS (Psychology) and MA (Professional Counseling) in developmental, adolescent, family, and other branches of psychology. Graduated with a GPA of 3.5 for BS and 3.14 for MA.

Master's Degree awarded September 2015.

DISCUSSION:				
ENCLOSURES:	Candidate Applications			

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

TAB F

MEETING DATE:	June 3, 2020				
AGENDA TITLE:	Palmyra Area Revitalization Committee "PARC" Final Update				
MOTION(s):					
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		x			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			x		
STAFF CONTACT(S):	Aaron Spitzer, Director of Parks and Recreation				
PRESENTER(S):	Aaron Spitzer, Director of Parks and Recreation				
RECOMMENDATION:	None; final presentation for Charter				
TIMING:	Current				
DISCUSSION:	<ul style="list-style-type: none"> This presentation is to update the BOS on projects PARC has been working on since the BOS directed the formation of the committee in August of 2018. PARC would like for any remaining projects to fall under EDTAC for completion. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	PARC PowerPoint				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					x

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

TAB G

MEETING DATE:	June 3, 2020				
AGENDA TITLE:	COVID-19 Update – County Operations				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	N/A				
TIMING:	N/A				
DISCUSSION:	Discuss County Operations during COVID-19 and the path forward.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

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

TAB H

MEETING DATE:	June 3, 2020				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors May 20, 2020 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday, May 20, 2020, be adopted.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Minutes for May 20, 2020.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Morris Room, County Administration Building
May 20, 2020
Regular Meeting 7:00pm**

MEMBERS PRESENT:

John M. (Mike) Sheridan, Columbia District, Chair
Tony O'Brien, Rivanna District, Vice Chair {*entered meeting at 7:09pm*}
Mozell Booker, Fork Union District*
Patricia Eager, Palmyra District*
Donald W. Weaver, Cunningham District

ABSENT:

None.

ALSO PRESENT:

Eric M. Dahl, County Administrator
Fred Payne, County Attorney
Caitlin Solis, Clerk for the Board of Supervisors

**Due to health concerns, Mrs. Booker and Mrs. Eager are attending the meeting virtually/by telephone*

- *Mozell Booker, (Calling from 258 Bass Lane)*
- *Patricia Eager, (Calling from 1107 Mechunk Creek Drive)*

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

At 7:03pm, Chair Sheridan called to order the Regular Meeting of May 20, 2020.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

MOTION:	Accept the amended Agenda, for the May 20, 2020 Regular Meeting of the Board of Supervisors.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Second			Motion
VOTE:	Yes	Yes	Absent	Yes	Yes
RESULT:	4-0				

4 - COUNTY ADMINISTRATOR'S REPORT

Mr. Dahl reported on the following topics:

Community Service Awards

- Individual or Organization
- Tremendous amount of community support collecting food, distributing food, making cloth face masks, shopping for high-risk neighbors, etc.
- <https://www.fluvannacounty.org/community/webform/form-12-community-service-certificate-nomination-webform>

UVA Health is offering a free Community Call Line during the COVID-19 Pandemic

- Anyone can call the UVA Health community call line to talk to a doctor to discuss medical problems and medication needs.
- **434.98.COVID option 3**
- Monday-Friday 8 a.m.-5 p.m.
- Calls are free!

Virginia Unemployment Commission - Fluvanna:

- Fluvanna has a workforce of 14,400
- Continued Claims (receiving) as of May 9th = 6.5% (943)
- Initial Claims (applied) April 18 through May 9 = 4.5% (644)
- Potential Unemployment = ~11.0%

TJPDC Special Mayor/Chairs Meeting for COVID-19

- Thursday, May 21, from 12 noon to 1:45 pm and will be held via Zoom.
- In addition to the Mayor/Board Chairs and Chief Administrative Officers, we also are encouraging each locality to invite one additional Board/Council member to join, and we are extending this invitation to our partners at the Thomas Jefferson Health District and the University of Virginia.
 - Following the Governor's Declaration or being more restrictive?
 - Virtual meetings policy—governing body and committees
 - Status of administrative/public offices—opened/closed, and/or access by the public, and procedures in place for public entry
 - Employee telework policies/practices, and policies/protocols in place for those remaining at work
 - Status of FY21 budget
 - Budgetary & revenue concerns
 - Support/communications/information for your constituents, businesses

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- Cancellations/changes/restrictions related to sponsored events, classes/programs, and use of facilities
- Future lobbying efforts on public meetings changes i.e. allowing more electronic meetings and any other legislation
- Regional initiatives the TJPDC could assist with

County Information Resources

- County Website: <https://www.fluvannacounty.org/>
 - Dedicated pages to the latest COVID-19 info and resources for Businesses
- Sign-up for FAN Mail: <https://www.fluvannacounty.org/subscribe>
- Facebook: <https://www.facebook.com/FluvannaCountyGovernment/>
- Twitter: <https://twitter.com/fluvannacounty>

Next BOS Meetings:

Day	Date	Time	Purpose	Location
Wed	Jun 3	4:00 PM	BOS Regular Meeting	Morris Room
Wed	Jun 17	7:00 PM	BOS Regular Meeting	Morris Room
Wed	July 1	4:00 PM	BOS Regular Meeting	Morris Room
Wed	July 1	7:00 PM	BOS Regular Meeting	Morris Room

5 - PUBLIC COMMENTS #1

At 7:12pm, Chair Sheridan opened the first round of Public Comments. With no one wishing to speak, Chair Sheridan closed the first round of Public Comments at 7:12pm.

6 - PUBLIC HEARING

VDOT Secondary Six Year Plan—Bethel Kefyalew, VDOT, Louisa Residency

- Mr. Sheridan asked who would be the person we need to talk to improve the road at Pleasant Grove.
- Mr. Dahl asked if VDOT could provide an estimate for the improvements needed to bring the lane at Pleasant Grove up to state road standards.
- Mrs. Booker commented on the rough asphalt on rt. 650 Thessalonia road. Ms. Kefyalew said it is on the list of resurfacing roads for 2020
- Mrs. Eager asked about a turn lane off rt. 250 into Blue Ridge In. She also asked about Ridgeway Farm Road’s request to be accepted into the VDOT system. Ms. Kefyalew commented that since the road is a low volume gravel road, it is not eligible but she would look into improvements that might be available.

At 7:30pm, Chair Sheridan opened the Public Hearing Public Comments. With no one wishing to speak, Chair Sheridan closed the Public Comments at 7:30pm.

MOTION:	I move to accept the Resolution for the VDOT Secondary Six-Year Plan (2020/21 through 2025/26) and VDOT Construction Priority List (2020/21) as required by sections 33.1-23 and 33.1-23.4 of the 1950 Code of Virginia.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Second	Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Public Hearing to Readopt Continuity of Operations Ordinance – Eric Dahl, County Administrator

- On April 1, 2020, the BOS approved the Emergency Ordinance entitled “Emergency Ordinance to Effectuate Temporary Changes in Certain Deadlines and to Modify Public Meeting and Public Hearing Practices and Procedures to Address Continuity of Operations Associated with Pandemic Disaster.”
- The approval of this Emergency Ordinance allowed for the Board of Supervisors to meet during the COVID-19 emergency and in the event there is not a physical quorum, under Virginia Code §15.2-1413, which makes virtual/telephone meetings during a disaster allowed for the "continuity of government" and also matters directly related to the emergency. There are certain functions of government that must still proceed and this will allow for continuity of government.
- This does not allow for all normal business matters of the County to be handled, but for matters that are necessary for continuity of government functions and related to the emergency.
- In counties, emergency ordinances may be adopted without prior notice (as was done on April 1, 2020); however, no such ordinance shall be enforced for more than sixty days unless readopted in conformity with the provisions of Virginia Code §15.2-1427. To continue with this Emergency Ordinance for another 60-day

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period and considering Governor Northam's Safer-At-Home Order is in effect, the County must hold a Public Hearing to readopt the Emergency Ordinance.

- This Public Hearing was advertised on May 7th and 14th.
- Readopting this Emergency Ordinance shall remain in full force and effect for a period of another 60 days, unless amended, rescinded or readopted by the Board in conformity with the notice provisions set forth in Virginia Code §15.2-1427 and 15.2-1413, but in no event shall such ordinance be effective for more than 6 months.

MOTION:	I move the Fluvanna County Board of Supervisors approve the Ordinance entitled "To Readopt an Emergency Ordinance to Effectuate Temporary Changes in Certain Deadlines and to Modify Public Meeting and Public Hearing Practices and Procedures to Address Continuity of Operations Associated with Pandemic Disaster."				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Second	Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

At 7:30pm, Chair Sheridan opened the Public Hearing Public Comments. With no one wishing to speak, Chair Sheridan closed the Public Comments at 7:30pm.

7 - ACTION MATTERS

Adult Drug Court (ADC) and Veterans Treatment Court (VTC) Discretionary Grant Program Grant – Mary Anna Twisdale, Director of Finance

- The grant would be for a total of \$500,000 for a period of 36 months beginning October 1, 2020 for Adult Drug Court
- Grant would provide funds for OAR (Offender Aid & Restoration) to hire and supervise a Drug Court Coordinator for Fluvanna County Drug Court
- In addition, it would provide funds for client recovery support and to purchase drug testing supplies
- The goal of the program is to serve 25 adults who have been charged with a felony in Circuit Court and to divert them out of the criminal justice system by providing a comprehensive, fully evidence-based program that combines criminal case processing with treatment, intensive supervision, and intensive judicial oversight.
- The grant requires a 25% cash or in-kind match that would be covered with in-kind services from the Circuit Court Clerk, Sheriff and the Commonwealth's Attorney.
- During budget discussions the Board indicated they would be willing to do a \$45,000 match from Board Contingency to help fund startup cost of the program
- \$5,000 budgeted for drug court in FY20 will carry forward to FY21 to make the County cash contribution a total of \$50,000.
- Mrs. Eager asked how the program works. Mr. Haislip answered the participants must plead guilty to their charges. Phase 1 includes, meeting with counselor on a weekly basis, group and individual treatment programs, regular drug testing. Phase 2 includes, job skills development, cognitive behavioral training and family counseling.
- Mrs. Eager commented on the complexity of the application and asked if it would be completed by the June 1, 2020 due date. Mr. Haislip replied the application should be completed on time.
- Mrs. Booker asked if the participants must be felons to participate. Mr. Haislip said participants could not be dealers, violent offenders, or convicted with large possession of drugs.

MOTION:	I move the Board of Supervisors approve the Fluvanna County Drug Court Memorandum of Agreement between the County of Fluvanna and Offender Aid and Restoration of Charlottesville-Albemarle, Inc. and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	I move the Board of Supervisors approve the application submission for the Adult Drug Court (ADC) and Veterans Treatment Court (VTC) Discretionary Grant Program Grant in the amount of \$500,000 to fund startup cost of Fluvanna County Drug Court and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
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MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second		Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Establishment of a Fluvanna County Adult Drug Court (ADC) Advisory Committee – Mary Anna Twisdale, Director of Finance

- Fluvanna County is applying for a grant for Adult Drug Court
- The grant would be for a total of \$500,000 for a period of 36 months beginning October 1, 2020
- The grant would provide funds for OAR (Offender Aid & Restoration) to hire and supervise a Drug Court Coordinator for Fluvanna County Drug Court
- In addition, it would provide funds for client recovery support and to purchase drug testing supplies
- The goal of the program is to serve 25 adults who have been charged with a felony in Circuit Court and to divert them out of the criminal justice system by providing a comprehensive, fully evidence-based program that combines criminal case processing with treatment, intensive supervision, and intensive judicial oversight.
- Fluvanna County is applying for a grant for Adult Drug Court
- The grant would be for a total of \$500,000 for a period of 36 months beginning October 1, 2020
- The grant would provide funds for OAR (Offender Aid & Restoration) to hire and supervise a Drug Court Coordinator for Fluvanna County Drug Court
- In addition, it would provide funds for client recovery support and to purchase drug testing supplies
- The goal of the program is to serve 25 adults who have been charged with a felony in Circuit Court and to divert them out of the criminal justice system by providing a comprehensive, fully evidence-based program that combines criminal case processing with treatment, intensive supervision, and intensive judicial oversight.
- The County must establish a Drug Court Advisory Committee
- All criteria for eligibility, policies and procedures of the Drug Court are to be established by the Advisory Committee
- **Per state code:** Advisory committee membership shall include, but shall not be limited to the following people or their designees: (i) the drug treatment court judge; (ii) the attorney for the Commonwealth, or, where applicable, the city or county attorney who has responsibility for the prosecution of misdemeanor offenses; (iii) the public defender or a member of the local criminal defense bar in jurisdictions in which there is no public defender; (iv) the clerk of the court in which the drug treatment court is located; (v) a representative of the Virginia Department of Corrections, or the Department of Juvenile Justice, or both, from the local office which serves the jurisdiction or combination of jurisdictions; (vi) a representative of a local community-based probation and pretrial services agency; (vii) a local law-enforcement officer; (viii) a representative of the Department of Behavioral Health and Developmental Services or a representative of local drug treatment providers; (ix) the drug court administrator; (x) a representative of the Department of Social Services; (xi) county administrator or city manager; and (xii) any other people selected by the drug treatment court advisory committee."

Proposed Advisory Committee Members:

- Hon. Richard E. Moore, Fluvanna County Circuit Court Judge
 - Jeff Haislip, Fluvanna County Commonwealth’s Attorney
 - Eric Hess, Fluvanna County Sheriff
 - Tristana Treadway, Fluvanna County Circuit Court Clerk
 - James Cook, Defense Attorney
 - Sherri Stader, Fluvanna County Victim Witness Coordinator
 - Aisha Williams, Fluvanna County Director for Region Ten Community Services Board
 - Ross Carew, Executive Director, Offender Aid and Restoration/Jefferson Area Community Corrections
 - Susan Morrow, Assistant Director, Offender Aid and Restoration/Jefferson Area Community Corrections
 - Amy Morris, Chief Probation Officer, District 9, Virginia Department of Corrections
 - Neal Goodloe, Criminal Justice Planner
 - Eric Dahl, Fluvanna County Administrator
 - Kim Mabe, Fluvanna County Director of Social Services
- As required, a Memorandum of Agreement has been drafted between Fluvanna County and Offender Aid and Restoration of Charlottesville-Albemarle, Inc.
 - We are asking the Board to approve the Memorandum of Agreement, the submission of the grant application and the Advisory Committee establishment and appointments.

MOTION:	I move the Board of Supervisors approve the establishment of a Fluvanna County Adult Drug Court Advisory Committee and further appoint the members as presented on the staff report effective May 21, 2020 with the terms expiring annually or until replacements are appointed.
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MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Second	Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

9 - CONSENT AGENDA

The following items were discussed before approval:

G - CRMF - FCPS - Central Fire Alarm Panel Replacement – Don Stribling, FCPS

H - CRMF - FCPS - Central Roof Sealant – Don Stribling, FCPS

I - CRMF - FCPS - SBO Generator – Don Stribling, FCPS

J - Transportation Fleet – Retro-fit AC units – Don Stribling, FCPS

The following items were approved under the Consent Agenda for May 6, 2020:

- Minutes of April 29, 2020 – Caitlin Solis, Clerk to the Board
- Minutes of May 6, 2020 – Caitlin Solis, Clerk to the Board
- CRMF - FCPS - Central Fire Alarm Panel Replacement – Don Stribling, FCPS
- CRMF - FCPS - Central Roof Sealant – Don Stribling, FCPS
- CRMF - FCPS - SBO Generator – Don Stribling, FCPS
- Transportation Fleet – Retro-fit AC units – Don Stribling, FCPS
- Accounts Payable Report for April 2020 – Liz McIver, Management Analyst
- Stage Junction Agricultural/Forestral District Review and Renewal – Brad Robinson, Senior Planner
- Approval of Mr. Andrew W. Wills, CBO as the Building Official for Fluvanna County – Douglas Miles, Community Development Director
- FY21 Health Insurance Rates and Contribution Schedule – Eric Dahl, County Administrator

MOTION:	Approve the consent agenda, for the May 20, 2020 Board of Supervisors meeting, and to ratify Accounts Payable and Payroll for April 2020, in the amount of \$1,803,942.51.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Second	Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

10 - UNFINISHED BUSINESS

New Business Updates – Eric Dahl, County Administrator

- **Fluvanna Firearms:**
 - Conducted the TRC Conference Call on May 14th and they do plan to file a Sketch Plan before the Planning Commission on July 14th.
 - Working out final arrangements for relocating his business to Fluvanna.
 - The VDOT Access Management Exception was withdrawn and VDOT has approved the separate site entrance as a Low Volume Commercial Entrance.
- **LKQ:**
 - March 18, 2020 they submitted their Major Site Development Plan to Planning Department.
 - Conducted the TRC Conference Call on April 9th and they plan to file a Sketch Plan before the Planning Commission on July 14th or August 11th.
 - We will work with them again in June as they provide us with a Draft Sketch Plan.
- **Tractor Supply:**
 - They have filed the response comments Site Plans and addressed our comments and are working out final storm water drainage easements and the 6 inch water line is sufficient for fire suppression for Andy Wills and Dwayne Mayo.
 - They plan to close on the property at the end of May or early June with the owner.
 - Final Site Plans will then be submitted for County, VDEQ and VDOT plan approvals.

11 - NEW BUSINESS

Local Allocations for Federal CARES Coronavirus Relief Funds – Eric Dahl, County Administrator

Background:

- Congress passed and the President recently signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020.
- This Act provides funding for a number of different programs to address the COVID-19 pandemic.
- A primary component of the CARES Act is \$150 billion in assistance to state, local, territorial, and tribal governments for the direct impact of the COVID-19 pandemic through the establishment of the Coronavirus Relief Fund (CRF).

These funds may be used for qualifying expenses of state and local governments. The CARES Act provides that payments from the CRF only may be used to cover costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

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2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Allocation of CRF Funds to Localities:

- Each locality's allocation will be based on the proportion that the locality's population represents of the statewide total population.
- Fluvanna County's allocation is \$2,379,202

Nonexclusive examples of eligible expenditures:

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:

- COVID-19-related expenses of public hospitals, clinics, and similar facilities.
- Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
- Costs of providing COVID-19 testing, including serological testing.
- Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
- Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.

2. Public health expenses such as:

- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID- 19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:

- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
- Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
- Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
- COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
- Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:

- Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
- Expenditures related to a State, territorial, local, or Tribal government payroll support program.
- Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures:

The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

Requirements for Use of Funds and Certifications

- After receipt of a certification form from the locality signed by the chief executive officer, the chief financial officer, and the chief elected officer, the allocated funds will be transferred to the locality.
- Certification has been signed by Eric Dahl, Mary Anna Twisdale and Chairman Sheridan, and submitted to the Commonwealth.
- What does the Board envision for the use of these funds?

Property Acquisition – Eric Dahl, County Administrator

- Mr. Payne gave a brief update on the Wells property in Fork Union.

12 - PUBLIC COMMENTS #2

At 8:57pm Chair Sheridan opened the second round of Public Comments.

With no one wishing to speak, Chair Sheridan closed the second round of Public Comments at 8:57pm.

13 - CLOSED MEETING

MOTION:	At 8:57pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.6 of the Code of Virginia, 1950, as amended, for the purpose of discussing Investment of Funds.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	At 10:04pm, move Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting.”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

14 - ADJOURN

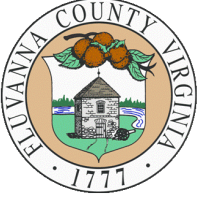
MOTION:	Adjourn the regular meeting of Wednesday, May 20, 2020 at 10:05pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second				Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

 Caitlin Solis
 Clerk to the Board

 John M. Sheridan
 Chair

**BOARD OF SUPERVISORS**County of Fluvanna
Palmyra, Virginia**EMERGENCY ORDINANCE TO EFFECTUATE TEMPORARY
CHANGES IN CERTAIN DEADLINES AND TO MODIFY PUBLIC MEETING
AND PUBLIC HEARING PRACTICES AND PROCEDURES TO ADDRESS
CONTINUITY OF OPERATIONS ASSOCIATED WITH PANDEMIC
DISASTER.**

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a pandemic;

WHEREAS, on March 12, 2020, Governor Ralph S. Northam issued Executive Order Fifty-One declaring a state of emergency for the Commonwealth of Virginia arising from the novel Coronavirus (COVID-19) pandemic;

WHEREAS, Executive Order Fifty-One acknowledged the existence of a public health emergency which constitutes a disaster as defined by Virginia Code § 44-146.16 arising from the public health threat presented by a communicable disease anticipated to spread;

WHEREAS, Executive Order Fifty-One ordered implementation of the Commonwealth of Virginia Emergency Operations Plan, activation of the Virginia Emergency Operations Center to provide assistance to local governments, and authorization for executive branch agencies to waive “any state requirement or regulation” as appropriate;

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency, beginning March 1, 2020, in response to the spread of COVID-19;

WHEREAS, on March 18, 2020, the Board of Supervisors of Fluvanna County (the “Board”) found that COVID-19 constitutes a “public health Emergency”;

WHEREAS, the Board confirmed the declaration of local emergency made by the local director of emergency management on March 18, 2020;

WHEREAS, the Board finds that COVID-19 constitutes a real and substantial threat to public health and safety and constitutes a “disaster” as defined by Virginia Code §44-146.16 being a “communicable disease of public health threat;”

WHEREAS, Virginia Code § 15.2-1413 provides that, notwithstanding any contrary provision of law, a locality may, by ordinance, provide a method to assure continuity of government in the event of a disaster for a period not to exceed six months;

WHEREAS, Virginia Code § 44-146.21(C) further provides that a local director of emergency management or any member of a governing body in his absence may upon the declaration of a local emergency “proceed without regard to time-consuming procedures and formalities prescribed by law (except mandatory constitutional requirements) pertaining to performance of public work”;

WHEREAS, Virginia Code § 2.2-3708.2(A)(3) allows, under certain procedural requirements including public notice and access, that members of Board may convene solely by electronic means “to address the emergency” and the Board’s Bylaws and Rules of Practices and Procedures specifically incorporate such provisions;

WHEREAS, the open public meeting requirements of the Virginia Freedom of Information Act (“FOIA”) are limited only by a properly claimed exemption provided under that Act or “any other statute;” and

WHEREAS, the Governor and Health Commissioner of the Commonwealth of Virginia and the President of the United States have recommended suspension of public gatherings of more than ten attendees; and

WHEREAS, The Attorney General of Virginia issued an opinion dated March 20, 2020 stating that localities have the authority during disasters to adopt ordinances to ensure the continuity of government; and

WHEREAS, this emergency ordinance in response to the disaster caused by the COVID-19 pandemic promotes public health, safety and welfare and is consistent with the law of the Commonwealth of Virginia, the Constitution of Virginia and the Constitution of the United States of America.

NOW, THEREFORE, BE IT ORDAINED by the Board of Fluvanna County, Virginia:

1. That the COVID-19 pandemic is a disaster that may make it unsafe or impossible to assemble in one location a quorum for public bodies including the Board, the School Board, the Planning Commission, Board of Zoning Appeals, Board of Equalization and all local and regional boards, commissions, committees and authorities created by the Board or to which the Board appoints all or a portion of its members (collectively "Public Entities" and individually "Public Entity"), or for such Public Entities to conduct meetings in accordance with normal practices and procedures.
2. That in accordance with Virginia Code § 15.2-1413, and notwithstanding any contrary provision of law, general or special, the following emergency procedures are adopted to ensure the continuity of government during this emergency and disaster:
 - a. Any meeting or activities which require the physical presence of members of the Public Entities may be held through real time electronic means (including audio, telephonic, video or other practical electronic medium) without a quorum physically present in one location; and
 - b. Prior to holding any such electronic meeting, the Public Entity shall provide public notice of at least 3 days in advance of the electronic meeting identifying how the public may participate or otherwise offer comment; and
 - c. Any such electronic meeting of Public Entities shall state on its agenda and at the beginning of such meeting that it is being held pursuant to and in compliance with this Ordinance; identify Public Entity members physically and/or electronically present; identify the persons responsible for receiving public comment; and identify notice of the opportunities for the public to access and participate in such electronic meeting; and
 - d. Any such electronic meeting of the Public Entities shall be open to electronic participation by the public and closed to in-person participation by the public; and
 - e. For any matters requiring a public hearing, public comment may be solicited by electronic means in advance and shall also be solicited through telephonic or other electronic means during the course of the electronic meeting. All such public comments will be provided to members of the Public Entity at or before the electronic meeting and made part of the record for such meeting; and
 - f. The minutes of all electronic meeting shall conform to the requirements of law, identify how the meeting was conducted, members participating, and specify what actions were taken at the meeting. The Public Entities may approve minutes of an electronic meeting at a subsequent electronic meeting and shall later approve all such minutes at a regular or special meeting after the emergency and disaster has ended.

IT IS FURTHER ORDAINED that notwithstanding any provision of law, regulation or policy to the contrary, any deadlines requiring action by a Public Entity, its officers (including Constitutional Officers) and employees of its organization shall be suspended during this emergency and disaster, however, the Public Entities, officers and employees thereof are encouraged to take such action as is practical and appropriate to meet those deadlines. Failure to meet any such deadlines shall not constitute a default, violation, approval, recommendation or otherwise.

IT IS FURTHER ORDAINED, that non-emergency public hearings and action items of Public Entities may be postponed to a date certain provided that public notice is given so that the public are aware of how and when to present their views.

IT IS FURTHER ORDAINED, that the provisions of this Emergency Ordinance shall remain in full force and effect for a period of 60 days, unless amended, rescinded or readopted by the Board in conformity with the notice provisions set forth in Virginia Code §15.2-1427 and 15.2-1413, but in no event shall such ordinance be effective for more than 6 months. Upon rescission by the Board or automatic expiration as described herein, this emergency ordinance shall terminate and normal practices and procedures of government shall resume.

Nothing in this Emergency Ordinance shall prohibit Public Entities from holding in-person public meetings provided that public health and safety measures as well as social distancing are taken into consideration to the extent possible.

An emergency is deemed to exist, and this ordinance shall be effective upon its adoption.

THE FOREGOING WAS ADOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 1st day of April 2020, in accordance with Virginia Code 15.2-1413.

THE FOREGOING WAS READOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 20th day of May 2020, in accordance with Virginia Code 15.2-1413, by the following vote:

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

Attest: _____
 John M. Sheridan, Chair Board of Supervisors

APPROVED AS TO FORM:

DRAFT



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia

RESOLUTION No. 17-2020

A RESOLUTION TO AUTHORIZE RENEWAL OF THE STAGE JUNCTION AGRICULTURAL/FORESTAL DISTRICT FOR AN ADDITIONAL TEN-YEAR PERIOD TO EXPIRE JUNE 7, 2030

At a regular meeting of the Board of Supervisors of the County of Fluvanna held in the Fluvanna County Courts Building at 7:00 p.m. on the 20th day of May 2020, 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 Fluvanna County Board of Supervisors approved the creation of the Stage Junction Agricultural/Forestal District on June 7, 2000 for a ten-year period; and

WHEREAS, the Fluvanna County Board of Supervisors approved the renewal of the Stage Junction Agricultural/Forestal District on May 19, 2010; and

WHEREAS, the district will expire on June 7, 2020; and

WHEREAS, in accordance with Section 15.2-4311 of the Code of Virginia, the Fluvanna County Planning & Community Development Department contacted the current property owners of parcels identified in the Stage Junction Agricultural/Forestal District and advised them that the approved district would expire on June 7, 2020 and inquired whether the owners desired that the property remain in or be removed from the district.

NOW, THEREFORE BE IT RESOLVED on this 20th day of May 2020 that the Fluvanna County Board of Supervisors hereby renews the Stage Junction Agricultural/Forestal District for an additional ten-year period to expire on June 7, 2030.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna

County Board of Supervisors at the regular meeting of the Board held on the 20th day of May, 2020;

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

Attest:

John M. Sheridan, Chair
 Fluvanna County Board of Supervisors



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 18-2020

**A RESOLUTION TO APPROVE VDOT SECONDARY SIX-YEAR PLAN
(2020/21 through 2025/26) and
VDOT CONSTRUCTION PRIORITY LIST (2020/21)**

At a regular monthly meeting of the Fluvanna County Board of Supervisors held at 7:00 p.m. on Wednesday, May 20, 2020 in Palmyra, Virginia, the following action was taken:

WHEREAS, Sections 33.2-331 of the 1950 Code of Virginia as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary Six-Year Road Plan; and

WHEREAS, this Board had previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (2020/21 through 2025/26) as well as the Construction Priority List (2020/21) on May 20, 2020 after duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List; and

WHEREAS, Bethel Kefyalew, Operations Engineer, Virginia Department of Transportation - Louisa Residency, appeared before the Board and recommended approval of the Six-Year Plan for Secondary Roads (2020/21 through 2025/26) AND Construction Priority List (2020/21) for Fluvanna County.

NOW, THEREFORE, BE IT RESOLVED that since said Plan appears to be in the best interest of the Secondary Road System in Fluvanna County and of the citizens residing on the Secondary System, said Secondary Six-Year Plan (2020/21 through 2025/26) and Construction Priority List (2020/21) are hereby approved as presented at the public hearing.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 20th day of May, 2020.

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

Adopted this 20th Day of May 2020
by the Fluvanna County Board of Supervisors

ATTEST:

John M. Sheridan, Chair
Fluvanna County
Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB I

MEETING DATE:	May 26, 2020																								
AGENDA TITLE:	PSAP VESTA CALL SYSTEM for E911																								
MOTION(s):	I move the Board of Supervisors approve the updated agreement between the County of Fluvanna, Virginia, and CenturyLink Communications, LLC, for PSAP Vesta Call System Costing \$196,763.48 plus ongoing maintenance costs, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.																								
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):																						
		X																							
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other																				
				XX																					
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer; Michael Grandstaff, Director of Communications																								
PRESENTER(S):	Cyndi Toler, Purchasing Officer																								
RECOMMENDATION:	Approve																								
TIMING:	Normal																								
DISCUSSION:	<ul style="list-style-type: none"> • March 4 2020 the board approved a contract with CenturyLink for a PSAP call system costing \$196,763.48; unfortunately our CenturyLink account legal representation changed prior to the final contract approval and they would not honor our contract as it was written. • There are a couple of the county terms and conditions they will not agree to : <ul style="list-style-type: none"> ○ 54 Indemnification (protects the County in cases of a claim related to the Products or Services) ○ 61 Guaranties and Warranties(now covered in item 11 of contract, also we will get premium warranty) ○ 62 - Price Reductions – (They will not guarantee to give us reductions in price if their overall price schedule reduces) ○ 67-76 all relate to delivery/shipping (covered under HGAC contract) • These are all significant, but the County can choose to waive these without the Contract being unlawful. Indemnification, Guaranties and Warranties are particularly meaningful and are intended to protect the County. I am less concerned about 62 and 67-76 especially because the HGAC Contract does include some delivery provisions. • All other monetary terms are the same as presented in March <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">MP Item</th> <th style="text-align: right;">Contract Price</th> <th style="text-align: right;">VITA Grant Award</th> <th style="text-align: right;">Overage</th> </tr> </thead> <tbody> <tr> <td>CHE Replacement</td> <td style="text-align: right;">\$159,639.06</td> <td style="text-align: right;">\$ 150,000.00</td> <td style="text-align: right;">\$9,639.06</td> </tr> <tr> <td>Text-to-911</td> <td style="text-align: right;">\$ 24,331.78</td> <td style="text-align: right;">\$ 30,000.00</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>I3 (NG9911 Implementation)</td> <td style="text-align: right;">\$ 12,792.64</td> <td style="text-align: right;">\$ 30,000.00</td> <td style="text-align: right;">\$ -</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tbody> <tr> <td style="width: 60%;">Maintenance (Per Year)</td> <td style="text-align: right;">\$ 6,105.34</td> </tr> <tr> <td>Maintenance 5 Year Total</td> <td style="text-align: right;">\$ 30,526.71</td> </tr> </tbody> </table>					MP Item	Contract Price	VITA Grant Award	Overage	CHE Replacement	\$159,639.06	\$ 150,000.00	\$9,639.06	Text-to-911	\$ 24,331.78	\$ 30,000.00	\$ -	I3 (NG9911 Implementation)	\$ 12,792.64	\$ 30,000.00	\$ -	Maintenance (Per Year)	\$ 6,105.34	Maintenance 5 Year Total	\$ 30,526.71
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Maintenance (Per Year)	\$ 6,105.34																								
Maintenance 5 Year Total	\$ 30,526.71																								
FISCAL IMPACT:	State grant award will reimburse \$210,000; \$9,639.06 overage and \$6,105.34 year 1 maintenance will be covered within the E911 FY20 budget																								

POLICY IMPACT:	NG9-1-1 is a state-wide initiative with no option for not deploying the new system.				
LEGISLATIVE HISTORY:	NA				
ENCLOSURES:	PSAP VESTA CALL SYSTEM for E911 AGREEMENT				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		X- E911

END-USER AGREEMENT

This End-User Agreement (the “Contract”) is between **CenturyLink Communications, LLC**, a Delaware limited liability company authorized to transact business in Virginia, f/k/a Qwest Communications Company, LLC, a wholly owned subsidiary of CenturyLink, Inc., (“CenturyLink”) and **Fluvanna County** together with the **Fluvanna County Sheriff’s Office** (collectively referred to as “County”), a public entity organized under the laws of the Commonwealth of Virginia, and is made this ___ day of _____, 2020 (“Effective Date.”) CenturyLink and County are sometimes referred to herein as the “parties”. For mutual consideration and the promises contained herein, the sufficiency of which is hereby acknowledged the parties agree as follows:

1. Exhibits. The following exhibits and attachments (collectively the “Exhibits”) are attached hereto and incorporated herein by reference as material parts hereof:
 - a. **EXHIBIT 1** – Contract between Houston-Galveston Area Council (“HGAC”) and CenturyLink, as amended (the “HGAC Contract”) through the Effective Date;
 - b. **EXHIBIT 2** – HGAC’s invitation to submit competitive proposals to HGAC No. EC07-18 “9-1-1 Equipment & Emergency Notification Software and Services” dated December 4, 2017 (the “RFP”);
 - c. **EXHIBIT 3** - CenturyLink’s Proposal dated March 8, 2018 submitted in response to the RFP, which includes CenturyLink’s Public Safety Product Sales/Installation/Maintenance Agreement and its attachments, Next Generation 9-1-1 Service Agreement, the Centurion On-Site Maintenance Service Terms and Conditions, and CenturyLink’s “Hardware Repair Warranty Policy (collectively, the “Public Safety Agreement”);
 - d. **EXHIBIT 4** - CenturyLink’s “Memorandum of Insurance” attached hereto. CenturyLink is a wholly owned subsidiary of CenturyLink, Inc. and is covered under Exhibit 5;
 - e. **Subject to section 9 hereof, EXHIBIT 5** - Fluvanna County’s General Terms, Conditions and Instructions to Bidders and Contractors (the “County’s General Terms”); and
 - f. **Attachment 1** - Quote #VA-CTL70755-1 dated April 29, 2020 (the “Quote”).

2. Grant Funding. The Products and Services detailed in the CenturyLink Quote are covered by grant funds pursuant to a Virginia Infrastructure Technologies Agency PSAP grant (the “Grant”).

3. Cooperative Procurement. The County is a member of HGAC and may cooperatively procure products and services from the HGAC Contract pursuant to Virginia Code Section 2.2-4304. The County desires to purchase certain products and related training, manuals, installation, equipment, software, hardware, systems, warranties, work, and other related items and services off of the HGAC Contract as more specifically identified in the Quote (the “Products and Services”). CenturyLink represents and warrants that all Products and Services are offered under the HGAC Contract at prices consistent with or lower than the pricing set forth in the HGAC Contract.

4. Products and Services. CenturyLink will provide and County will purchase the Products and Services; and CenturyLink will install the same. All Products and Services will be provided in strict conformance to this Contract, the HGAC Contract, all Applicable Law, and the County’s General Terms. Applicable Law as used herein means all applicable federal, State, and local laws, ordinances, rules and regulations or similar standards in any way related to performance of the Contract or the Products and Services. The Products and Services must meet or exceed: (i) all specifications, requirements, and capabilities identified for the Products in the HGAC Contract, including without limitation the RFP, and the Proposal (“Proposal” as used herein means Exhibit 3, 4 and 5 collectively.); (ii) all specifications of the Quote; and (iii) requirements of the County’s General Terms, Applicable Law and industry standards.

The Contractor understands the Products and Services are replacing existing equipment which is integral to the County's Public Safety program, and agrees to install the same in such a way as to provide a seamless integration of the Products and Services with existing equipment, and to work with the County to coordinate installation, training and related services. The Contractor understands and acknowledges that the County must always have a functional call system. The Contractor will schedule the installation and related activities of the products at a time and place convenient for the County in advance.

5. Delivery Location. Delivery of Products shall be to the following address: Fluvanna County Sheriff, 160 Commons Blvd, Palmyra, VA 22963.

6. Annual Maintenance and Maintenance Term. As part of the Products and Services CenturyLink will provide onsite premium maintenance services ("Maintenance") for the products (the "Products") being a part of the Products and Services consistent with the requirements of the HGAC Contract and the Proposal incorporated therein by reference. CenturyLink will provide Maintenance for twelve (12) months (the "Initial Service Term") beginning upon County acceptance of Products. The County shall have the option to renew for four (4) additional 12-month terms. Each renewal shall be automatic at the end of the prior 12-month term without notice to CenturyLink. The County may notify CenturyLink of its intent not to renew for the upcoming renewal term at any time prior to the end of the current 12-month term. The Initial Service Term including any renewals is referred to herein as the "Service Term".

7. Notices. See Section 66 of the County's General Terms. The County's current addresses for notices are:

Eric Dahl, County Administrator
132 Main Street
Palmyra, VA 22963
Phone (434) 591-1910
Email: edahl@fluvannacounty.org; and

Eric Hess, Fluvanna County Sheriff
160 Commons Blvd
Palmyra, VA 22963
Phone (434) 589-8211
Email: ehess@fluvannasheriff.com;

With a copy to:
Fluvanna County Attorney
414 East Jefferson Street
Charlottesville, VA 22902

CenturyLink's current address for legal notices is:
CenturyLink Communications, LLC
931 14th Street, #900
Denver, CO 80202
Fax: 888-778-0054

8. Performance. CenturyLink will use commercially reasonable efforts to deliver and install the Products and Services related hereto within ninety (90) days of the Effective Date; provided however, the parties specifically incorporate by reference Article 17 of Exhibit 1 attached hereto. Any warranties, Maintenance or other guarantees related to the Products and Services shall begin on the Completion Date (as defined in Section 9 below) and continue for the applicable term thereof, including any renewals.

9. Compensation. Consistent with the Quote, the Contractor shall be paid the following amounts:
- a. **\$159,639.06** for those Products and Services set forth on pages 1 and 2 of the Quote (which includes five (5) years of certain Services, including without limitation warranties, as more specifically set out in the Quote and upgraded software including applicable licenses);
 - b. **\$6,105.34** paid annually in advance for Maintenance as set forth on page 3 of the Quote, for a total of \$30,526.71 over five (5) years;
 - c. **\$24,331.78** for those Products and Services set forth on page 4 of the Quote; and
 - d. **\$12,792.64** for those Products and Service set forth on page 5 of the Quote.

In no event shall the total paid under this Contract exceed \$227,290.19 (includes all renewals of Maintenance). Payment and Invoice terms are governed by the County's General Terms, but in no event will the Contractor be paid before the Completion Date (as defined below). A written amendment of this Contract signed by authorized representatives of both parties is required for any purchase of additional products or services. Invoices should be directed to Fluvanna County. The date that all Products and Services are installed, operational and in compliance with this Contract to the satisfaction of the County is the "**Completion Date**". Maintenance fees may be paid in advance annually, or for the term, in the County's discretion. County anticipates paying for the maintenance Services annually in advance in an amount of \$6,105.34. CenturyLink shall provide annual invoices for the maintenance Services beginning on the Completion Date. The County will pay for the Products and Services with funds obtained from governmental agencies through a Grant identified in Attachment 2. The County's obligations hereunder are contingent on obtaining Grant funds in the amount of \$192,792.64. In the event any service being a part of the Products and Services is terminated prior to the expiration date, for such service hereunder, then any prepaid amounts shall be prorated and refunded to the County within thirty (30) days and no early termination fees shall apply; except that no part of the annual Maintenance fee for the Initial Service Term shall be refunded if Maintenance is cancelled within the first 12 months.

10. County's General Terms. Sections 18 (Tax Exemption), 21 (Virginia Freedom of Information Act), 22 (Conflicts of Interest), and 34 through and including 76 (Contract Provisions) of the County's General Terms are made a part of this Contract and incorporated herein as if they were recited in their entirety in this Section 9; notwithstanding the foregoing, Sections 54, 61, 62, and 67-76 of the County's General Terms shall not apply to this Contract. Contractor shall agree to section 50 provided it has the right to assign the Contract upon notice to the County and if permitted under the HGAC Contract: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with Contractor; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of Contractor; or (3) pursuant to any financing, merger, or reorganization of Contractor.

11. Other Terms. Nothing herein shall be deemed a waiver of the County's sovereign immunity. Notwithstanding any provision to the contrary, (i) the County does not and shall not be required to indemnify, defend, hold harmless or take any similar action with respect to CenturyLink under any circumstances relating to or under this Contract; and (ii) in the event either party fails or neglects to materially comply with any term or condition of this Contract, then the other party will have the right, after written notice and a reasonable cure period of 15 business days, to cease performance hereunder and this remedy will be in addition to any other remedies, including termination, available to each party in law or equity or under any Exhibit. Notwithstanding any provision to the contrary contained in any exhibit hereto, CenturyLink gives a general warranty on the Products and Services, including without limitation, (i) that CenturyLink will provide the Products and Services in a professional and workmanlike manner with the same skill, care and diligence to be expected of a telecommunications provider rendering the same or similar services, and (ii) it has all rights necessary for its execution and delivery of the Contract and its performance of its obligations under the Contract. See also the warranties/maintenance obligations for CenturyLink in

the Centurion On-Site Maintenance Service Terms and Conditions (section 5) being a portion of Exhibit 3 hereto.

12. Exhibits and Resolving Conflicts. The rights and duties of the County and Contractor under this Contract are set out herein and in the Exhibits attached hereto. Whenever possible, the terms of the above Contract and the Exhibits shall be read together and where there are similar provision both shall apply, however in the event of a direct conflict, the order of control shall be this Contract, Exhibit 1, the Public Safety Agreement set forth in Exhibit 3, Exhibit 5, Attachment 1, Exhibit 4, Exhibit 2 and finally the remainder of Exhibit 3. In other words, the Contract shall control over the Exhibits in the event of a direct conflict, and so forth in the order set out *supra*.

13. 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 multiple counterparts each of which shall be deemed an original and together which shall constitute the Contract. This Contract may be executed in duplicate originals, any of which shall be equally authentic. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Contract.

Witness the following duly authorized signatures and seals as of the dates set forth below:

Fluvanna County, a political subdivision of the Commonwealth of Virginia

CenturyLink Communications, LLC

(SEAL)

Steve Arneson
Steve Arneson (May 22, 2020 10:41 CDT)

Authorized Signature

Authorized Signature

Name Typed or Printed
Eric M. Dahl

Steve Arneson

Name Typed or Printed
Manager - Offer Management

Title
County Administrator

Title
May 22, 2020

Date

Date

Fluvanna County Sheriff's Office

Eric Hess, Fluvanna County Sheriff

Date: _____

Approved as to Form:

Kristina M. Hofmann, Assistant Fluvanna County Attorney
OPP# 56906404
OMR# 142106

Customer: Fluvanna County 911 Center
Quote #: VA-CTL70755-1
Project Name: Hardware Refresh
Created On: 4/29/2020
Expiration Date: 6/28/2020
Account Manager: Rob Robinson
Sales Engineer: Steve Deloach
Customer Notes:



This quote is to upgrade existing Vesta System with a Hardware Refresh. The System will be NG911 and TXT2911 Ready with all hardware and software. All services must be purchased at time of contract signing, but can be paid after implementation. The County will need to select a TCC and NG911 Service Provider. No costs are included for those services. Configuration is for (5) Vesta 911 Positions, E-CATS Interface (No Vesta Analytics included), 5 Years Vendor Support, NG911 / TXT2911 Ready for Implementation, On-site Spares, Managed Services(5 Years), Vendor Support (5 Years), No Mapping, Non-Touch (1) each - (22 Inch LCD Monitor), 7 Foot Equipment Rack, and Reuse Existing Network and cabling. System will accommodate up to (16) 911 Trunks and (16) Admin Lines/Rindowns. *Strategic Customer Discount Valid until 05-31-2020. Current Vendor Software Support must be current for no charge software upgrades.*

Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
LOCATION: Fluvanna					
Materials					
870899-0104R7.2U	V911 R7.2 DOC/MED UPG	\$ -	2	\$ -	
873099-03002U	V911 CAD INTF LIC UPGD	\$ -	2	\$ -	
853031-MLSSVRSG2	V-ML SVR BNDL SML SGL	\$ 19,163.53	1	\$ 19,163.53	
809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	\$ -	1	\$ -	
809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	\$ -	1	\$ -	
809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	\$ -	1	\$ -	
809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	\$ -	1	\$ -	
809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	\$ -	1	\$ -	
04000-00400	M&R NETWORK/IP AGENT LIC	\$ 92.94	2	\$ 185.88	
873099-00602U	V911 CDR SVR LIC UPGD	\$ -	2	\$ -	
873099-01102U	V911 CDR PER SEAT LIC UPGD	\$ -	5	\$ -	
PS-0PR-VSSL-M	VPRIME PER SEAT LIC NFEE	\$ -	5	\$ -	
873099-00502U	V911 IRR LIC UPGD	\$ -	5	\$ -	
61000-409611	DKTP ELITE MINI 705 G4 W/O OS	\$ 970.59	5	\$ 4,852.95	
04000-00441	WINDOWS 10 LTSC LIC	\$ 109.41	5	\$ 547.05	
63000-221693	MNTR FP WIDE SCRIN LED 22IN	\$ 278.82	5	\$ 1,394.10	
64000-00200	DKTP TWR STAND	\$ 28.24	5	\$ 141.20	
64007-50021	KEYPAD 24 KEY USB CBL 12FT	\$ 128.24	5	\$ 641.20	
853030-00302	V911 SAM HDWR KIT	\$ 1,943.53	5	\$ 9,717.65	
853004-00401	SAM EXT SPKR KIT	\$ 197.65	5	\$ 988.25	
02800-20701	HDST K 4W/MOD BLK CARBON	\$ 40.00	5	\$ 200.00	
03044-20000	HDST CORD 12FT 4W MOD BLK	\$ 3.53	5	\$ 17.65	
870890-07501	CPR/SYSPREP MEDIA IMAGE	\$ -	1	\$ -	
64040-60019	PRNTR USB/ETHERNET COLOR	\$ 210.59	1	\$ 210.59	
65000-03133	CBL USB SHLD M/M 10FT	\$ 11.76	1	\$ 11.76	
04000-29638-X	SWITCH 2960-X+CBL 24-PORT	\$ 2,127.06	2	\$ 4,254.12	

2213937-1-SR1	FXO GATEWAY 8-PORT	\$ 1,551.76	2	\$ 3,103.52	
2213939-1-SR1	FXS GATEWAY 8-PORT	\$ 1,551.76	2	\$ 3,103.52	
04000-00159	BLKBX TL159A 8-PORT DATACAST	\$ 456.47	1	\$ 456.47	
65000-00262	KIT CBL RJ11 ADPTR DB25	\$ 17.65	8	\$ 141.20	
06500-55053	7FT EQUIPMENT RACK 19IN	\$ 323.53	1	\$ 323.53	
63002-172805	MNTR NEC 17IN	\$ 257.65	1	\$ 257.65	
04000-00809	KVM 8-PORT SWITCH USB	\$ 498.82	1	\$ 498.82	
809800-14150	M&R ACT FEE, SMALL SITE	\$ 2,000.00	1	\$ 2,000.00	
04000-00398	M&R SVR AGENT LIC	\$ 578.82	2	\$ 1,157.64	
04000-00399	M&R WKST AGENT LIC	\$ 169.41	6	\$ 1,016.46	
04000-00400	M&R NETWORK/IP AGENT LIC	\$ 92.94	10	\$ 929.40	
QBOM INSTALL MAT	Misc Cables and Connectors	\$ 882.35	1	\$ 882.35	
Support					
04000-68009	V-SVR BASIC SPT 5YR	\$ 560.00	2	\$ 1,120.00	60
809800-16347	M&R IP DEVICE SRVC 5YR	\$ 1,821.18	2	\$ 3,642.36	60
SS-0PR-VSSL-5Y	SPT VPRIME 5YR	\$ 4,756.47	5	\$ 23,782.35	60
809800-35130	V911 SW SPT TRNSFR	\$ -	5	\$ -	60
809800-35114	V911 IRR SW SPT 5YR	\$ 737.65	5	\$ 3,688.25	60
04000-29680	WARR 2960-X 24P NBD 5YR	\$ 1,008.24	2	\$ 2,016.48	60
04000-00180	SW SPT ANALOG GATEWAY 5YR	\$ 352.94	4	\$ 1,411.76	60
809800-16365	M&R PM AV SVR SRVC 5YR	\$ 6,880.00	2	\$ 13,760.00	60
809800-16381	M&R PM AV WKST SRVC 5YR	\$ 2,837.65	6	\$ 17,025.88	60
809800-16347	M&R IP DEVICE SRVC 5YR	\$ 1,821.18	10	\$ 18,211.77	60
809800-14175	VIRUS PROTECT 3.0 SVC 5YR	\$ 465.88	8	\$ 3,727.06	60
04000-01624	WARR NBD ML110G10 5YR	\$ 754.12	2	\$ 1,508.24	60
04000-01594	WARR NBD 600/705 G2/G3/G4 5YR	\$ 135.29	5	\$ 676.47	60
Miscellaneous Fees					
DISCOUNT	<i>Strategic Customer Discount</i>	\$ (27,000.00)	1	\$ (27,000.00)	
Implementation					
QINTR-AIRBUS	Integration	\$ 14,677.20	1	\$ 14,677.20	
809800-35109	V911 IWS CFG	\$ 235.29	5	\$ 1,176.45	
809800-35108	V911 IWS STG FEE	\$ 352.94	5	\$ 1,764.70	
809800-17007	FIELD ENG-STANDARD	\$ 117.65	120	\$ 14,118.00	
000001-06701	V9-1-1 AGENT TRNG	\$ 1,411.76	2	\$ 2,823.52	
000001-08541	CUTOVER COACHING	\$ 4,117.65	1	\$ 4,117.65	
Shipping and					
Shipping & Handling	Shipping & Handling	\$ 1,194.44	1	\$ 1,194.44	

Location Sub-Total \$ 159,639.06

Annual Maintenance Years 1-5				
	Centurion Maintenance	Year		TOTAL
	\$6,105.34	1		\$6,105.34 12
	\$6,105.34	2		\$6,105.34 12
	\$6,105.34	3		\$6,105.34 12
	\$6,105.34	4		\$6,105.34 12
	\$6,105.34	5		\$6,105.34 12
	SUBTOTAL			\$30,526.71 60

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for purchase of equipment and any associated installation and maintenance (the "Agreement"). This quote will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.

Customer Representative: _____

Customer Signature: _____

Job Title: _____

Date: _____

CenturyLink Representative: Steve Arneson

CenturyLink Signature: Steve Arneson
Steve Arneson (May 22, 2020 10:41 CDT)

Job Title: Manager - Offer Management

Date: May 22, 2020

Customer: Fluvanna County 911 Center
Quote #: VA-CTL70755-1
Project Name: Hardware Refresh
Created On: 4/29/2020
Expiration Date: 6/28/2020
Account Manager: Rob Robinson
Sales Engineer: Steve Deloach
Customer Notes: SMS Detail



Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
LOCATION: Fluvanna-SMS					
Materials					
870891-66301	VESTA 9-1-1 SMS LIC	\$ -	2	\$ -	
03800-03060	FIREWALL 60E	\$ 670.59	2	\$ 1,341.18	
04000-00400	M&R NETWORK/IP AGENT LIC	\$ 92.94	2	\$ 185.88	
Support					
03800-03065	WARR FIREWALL 60E 5YR	\$ 988.24	2	\$ 1,976.48	60
809800-16347	M&R IP DEVICE SRVC 5YR	\$ 1,821.18	2	\$ 3,642.35	60
Implementation					
QINTR-AIRBUS	Integration	\$ 4,345.20	1	\$ 4,345.20	
809800-00201	VPN CFG SVCS	\$ 235.29	2	\$ 470.58	
809800-SMSSVCS-E	VESTA SMS IMP SVCS - EXPRESS	\$ 11,643.53	1	\$ 11,643.53	
000001-06806	E-LEARN V9-1-1 SMS AGENT DELTA TRNG	\$ 347.06	2	\$ 694.12	
Shipping and					
Shipping & Handling	Shipping & Handling	\$ 32.46	1	\$ 32.46	
Location Sub-Total				\$ 24,331.78	

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for purchase of equipment and any associated installation and maintenance (the "Agreement"). This quote will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.

Customer Representative: _____

Customer Signature: _____

Job Title: _____

Date: _____

CenturyLink Representative: Steve Arneson

CenturyLink Signature: Steve Arneson
Steve Arneson (May 22, 2020 10:41 CDT)

Job Title: Manager - Offer Management

Date: May 22, 2020

Customer: Fluvanna County 911 Center
Quote #: VA-CTL70755-1
Project Name: Hardware Refresh
Created On: 4/29/2020
Expiration Date: 6/28/2020
Account Manager: Rob Robinson
Sales Engineer: Steve Deloach
Customer Notes: NG911 Implementation



Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
LOCATION: Fluvanna-NG911					
Materials					
873090-11102	V911 LIC EIM RFAI MOD	\$ -	5	\$ -	
Implementation					
QINTR-AIRBUS	Integration	\$ 7,145.44	1	\$ 7,145.44	
809800-17007	FIELD ENG-STANDARD	\$ 117.65	48	\$ 5,647.20	
Location Sub-Total				\$ 12,792.64	

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for purchase of equipment and any associated installation and maintenance (the "Agreement"). This quote will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.

Customer Representative: _____

Customer Signature: _____

Job Title: _____

Date: _____

CenturyLink Representative: Steve Arneson

CenturyLink Signature: *Steve Arneson*
Steve Arneson (May 22, 2020 10:41 CDT)

Manager - Offer Management

May 22, 2020






Fluvanna HGAC Final Approved Contract and Quote

Final Audit Report

2020-05-22

Created:	2020-05-22
By:	Rob Robinson (rob.robinson@centurylink.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARSLqFApj4i7pdxzdlfbn0WMsetukO4rf

"Fluvanna HGAC Final Approved Contract and Quote" History

-  Document created by Rob Robinson (rob.robinson@centurylink.com)
2020-05-22 - 1:06:08 PM GMT- IP address: 13.108.254.8
-  Document emailed to Steve Arneson (pomdirectorsignature@centurylink.com) for signature
2020-05-22 - 1:08:45 PM GMT
-  Email viewed by Steve Arneson (pomdirectorsignature@centurylink.com)
2020-05-22 - 3:39:57 PM GMT- IP address: 155.70.52.174
-  Document e-signed by Steve Arneson (pomdirectorsignature@centurylink.com)
Signature Date: 2020-05-22 - 3:41:34 PM GMT - Time Source: server- IP address: 155.70.52.174
-  Signed document emailed to all eligible parties.
2020-05-22 - 3:41:34 PM GMT

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

TAB J

MEETING DATE:	June 3, 2020																						
AGENDA TITLE:	Commonwealth Attorney's Office Paralegal Salary																						
MOTION(s):	I move to approve pay of \$21.16 per hour (approximately \$44,000 annually) for the new Commonwealth Attorney's Paralegal/ Legal Assistant, effective June 23, 2020.																						
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):																				
		X																					
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other																		
				XX																			
STAFF CONTACT(S):	Jessica Rice, Human Resources Manager																						
PRESENTER(S):	Jessica Rice, Human Resources Manager																						
RECOMMENDATION:	Approve																						
TIMING:	Current																						
DISCUSSION:	<p>A highly qualified candidate has been selected by the interview panel for the vacant Paralegal/ Legal Assistant position in the Commonwealth Attorney's office. The candidate holds a Master's degree in Social Work with certification as a paralegal. She has worked for the Albemarle County Commonwealth's Attorney for 6 years and was a legal assistant for 4 years prior to that. In addition, the candidate has 7 ½ years of experience as a Senior CPS Social Worker.</p> <p>Recommend starting pay of \$21.16 (\$44,000), which is above the County Administrator's hiring pay range authority. Details shown in the chart below.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Position</th> <th>Paralegal/ Legal Assistant</th> </tr> </thead> <tbody> <tr> <td>Previous Pay</td> <td>\$20.63 (\$42,907)</td> </tr> <tr> <td>Pay Band</td> <td align="center">13</td> </tr> <tr> <td>Minimum</td> <td>\$17.37 (\$36,123)</td> </tr> <tr> <td>Mid-range</td> <td>\$21.71 (\$45,154)</td> </tr> <tr> <td>Maximum</td> <td>\$26.05 (\$54,184)</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>COAD Authority - 15% above Base</td> <td>\$19.97 (\$41, 541)</td> </tr> <tr> <td>Requested - ~22% above Base</td> <td>\$21.16 (\$44,000)</td> </tr> </tbody> </table>					Position	Paralegal/ Legal Assistant	Previous Pay	\$20.63 (\$42,907)	Pay Band	13	Minimum	\$17.37 (\$36,123)	Mid-range	\$21.71 (\$45,154)	Maximum	\$26.05 (\$54,184)			COAD Authority - 15% above Base	\$19.97 (\$41, 541)	Requested - ~22% above Base	\$21.16 (\$44,000)
Position	Paralegal/ Legal Assistant																						
Previous Pay	\$20.63 (\$42,907)																						
Pay Band	13																						
Minimum	\$17.37 (\$36,123)																						
Mid-range	\$21.71 (\$45,154)																						
Maximum	\$26.05 (\$54,184)																						
COAD Authority - 15% above Base	\$19.97 (\$41, 541)																						
Requested - ~22% above Base	\$21.16 (\$44,000)																						
FISCAL IMPACT:	N/A- The previous paralegal would have had a higher pay rate than the new paralegal beginning July 1, 2020.																						

POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				XX	COAD

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

TAB K

MEETING DATE:	June 03, 2020				
AGENDA TITLE:	FY20 Sheriff Department Insurance Claim – 2016 Ford Taurus VIN#8356				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$10,662.50 to the FY20 Sheriff Vehicle Repair & Maintenance Budget to reflect reimbursement from a VACORP insurance claim.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Liz Mclver, Management Analyst				
PRESENTER(S):	Liz Mclver, Management Analyst				
RECOMMENDATION:	Recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	<p>A 2016 Ford Taurus (VIN# 8356) struck a light pole in the parking lot and was declared to have body damage by VACORP. The recovered amount for the vehicle after the \$500 deductible and salvage value is \$10,662.50.</p> <p>This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.</p>				
FISCAL IMPACT:	This action will increase the FY20 Sheriff Budget by \$10,662.50.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

TAB L

MEETING DATE:	June 3, 2020				
AGENDA TITLE:	FY21 CSA Provider Agreement				
MOTION(s):	I move the Board of Supervisors approve to form the CSA Provider Agreement to be used by the Children's Services Act department for FY21.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Bryan Moeller, CSA Coordinator				
PRESENTER(S):	Bryan Moeller, CSA Coordinator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	The Office of Children's Services requires that all localities' CSA programs secure vendor contracts with all providers that receive CSA funding. This provider agreement ensures that this requirement is met for all current CSA providers. The agreement was approved to form by the Community Policy and Management Team on May 26, 2020 and the County Attorney's Office.				
FISCAL IMPACT:	Minimal				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	CSA Provider Agreement FY2021				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X			

Children's Services Act (CSA) Provider Agreement

This **Children's Services Act Provider Agreement** (the "Agreement") dated the 1st day of July, 2020, is made by and between Fluvanna County, a political subdivision of the Commonwealth of Virginia, through the Fluvanna County Community Policy and Management Team, an agency of Fluvanna County (hereinafter referred to as the "CPMT"); and _____ (hereinafter referred to as the "Provider)." CPMT and Provider are sometimes each referred to herein as a "party" and collectively as the "parties".

Whereas, the CPMT is authorized to enter into agreements for services pursuant to the Children's Services Act, Virginia Code 2.2-5200 et seq. (the "CSA");

Whereas, any agreement for services (each a "Services Order" as defined below) under this Agreement is for CSA goods or services for direct use by an individual recipient (child or family) exempt from the Virginia Procurement Act as provided by Virginia Code 2.2-4345(A)(14) and no Services Order under this Agreement may be for the bulk procurement of goods or services;

Whereas, this Agreement shall set forth the terms and conditions, parameters, guidelines, and expectations that must be met by any Provider of services to any and all children and/or families receiving services through the CPMT;

Whereas a "Placement" or "Placements" shall be defined in this Agreement to mean a placement as such term is used in Title 63.2 of the Code of Virginia relating to Foster Care;

Whereas, Fluvanna County (the "Fiscal Agent"), a political subdivision of the Commonwealth of Virginia, is the Fiscal Agent for the CPMT; and

Whereas, the Provider has established itself as a qualified Provider of services for children and/or families, and meets all requirements of Applicable Law; "Applicable Law" is defined as all applicable local, State and Federal laws, statutes, rules, regulations, ordinances and other standards, including without limitation, the CSA and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as in effect during this Agreement, including any additions thereto and amendments or replacements thereof (collectively referred to hereinafter "Applicable Law") relative to such services to be provided hereunder.

NOW, THEREFORE, for valuable consideration the sufficiency of which is acknowledged, the parties do hereby mutually agree to the following:

The recitations above are a material part of this Agreement and are hereby made a part of the body of this Agreement.

A. Services Order

1. Requirement for Service Order. A Services Order (each a "Service Order") shall be issued for any and all discrete services that are to be provided by the Provider for children and families receiving services through the CPMT. No services shall be administered to a child and/or family (each an individual recipient) without a Service Order authorizing such discrete services signed by the Fiscal Agent and the Provider. Any child or family receiving any services under this Agreement may referred to herein as

“child”, “family”, “recipient”, “individual”, “client”, or any other word or phrase which in the context is intended to mean a person(s) receiving any services under this Agreement.

2. Contents of Service Order. The Service Order shall define the terms of purchase and service delivery to a specific child and/or family. The Service Order shall include the term of service, and the type of services to be rendered to the child and/or family. The child's Individual Family Services Plan (the “Individual Family Service Plan”) shall be considered by the Provider and the CPMT in determining the proposed objectives, the term of service and the types of services to be rendered to the child and/or family. A Service Order setting forth a description of the services and the duration thereof will be presented to the Provider on a child and/or family specific basis when the CPMT chooses to purchase services. The Provider shall charge the CPMT only as authorized by a Service Order signed by the Fiscal Agent. The Provider shall charge only for actual services rendered. The charge shall not exceed the authorized amount on the Service Order. Such Service Orders are incorporated into this Agreement by reference. The Provider has the right to refuse to accept the CPMT's Service Order. For all children and/or family receiving services from the CPMT, Provider and CPMT shall execute a Service Order provided by the CPMT. Provider is hereby notified that although each Service Order is required to be prepared by the CPMT, it must also be accepted and signed by the Fiscal Agent to become binding upon CPMT. Upon receipt of a proposed Service Order, Provider shall sign and return such Service Order to CPMT or shall give notice of its refusal to provide the services within five (5) business days. Failure to respond within five (5) business days shall be deemed a refusal to provide the services.

3. Charges Under Service Order. The Provider agrees to charge the CPMT for only those services described in the Service Order and in accordance with the Billing provisions this Agreement, including, without limitation, Section F of this Agreement. The Provider shall invoice for allowable, reasonable, and necessary service costs in accordance with the Service Order and the categories applicable to Title IV-E, Medicaid and other identified alternative funding source as directed by the CPMT.

4. Adjustment or Termination of Service Order by CPMT. The CPMT may adjust or terminate the Service Order at any time because of changes in the child's eligibility for or progress with services or if the CPMT deems it to be in the child's best interest to terminate the services and the Service Order. If the CPMT becomes unable to honor any or all approved Service Orders for causes beyond the CPMT's reasonable control, including, but not limited to, failure to receive promised funds from federal, state, or local government sources or donor default in providing matching funds, the CPMT may terminate or modify any or all Service Orders issued pursuant to this Agreement as necessary to avoid delivery of services for which the CPMT cannot make payment. The CPMT shall notify the Provider immediately as soon as it becomes aware of such a cause for termination. Without limiting CPMT's other rights, CPMT instead terminating a Service Order may request the Provider submit an equitable modification to its Provider Rate Sheet based on a change in circumstances, a change in services, or other factor affecting the level, type, quality, amount, or nature of the services to be provided by Provider pursuant to this Agreement and any Service Order(s) hereunder. If a modification to rates is agreed upon by the parties such shall be incorporated into a written amendment to the Agreement signed by both parties. Provider agrees to consider such request and apply the principles of good faith and fair dealing in determining whether to enter into such an amendment. Provider agrees that within five (5) business days of such a request, it will respond in writing by either providing to CPMT an amended Provider Rate Sheet or denying the request. CPMT may terminate services under a Service Order as otherwise provided for herein, even after a Provider Rate Sheet adjustment and this provisions is not intended to, nor shall it be read to, limit CPMTs options, remedies or rights under this Agreement.

5. Termination of Service Order by Provider. In the event of termination of a Service Order, all reasonable efforts will be made to give the CPMT ten (10) days written notice prior to termination of services to the child, in any event such notice shall be as soon as practicable under the circumstances. Such written notice shall include the specific reason(s) for terminating services to the child.

6. Termination of Service Order for Conduct of Provider and Provider's Employees. For purposes of this Agreement, Provider's Employees is defined to mean Provider, its directors, officers, partners, members, staff, agents, employees, representatives, volunteers, and other persons associated with or working under the direction of Provider (collectively "Employees", each being an "Employee"). The Provider is responsible for its conduct and the conduct of its Employees at all times during the delivery of services hereunder. Should a complaint be made against Provider or any of its Employees for inappropriate conduct, as determined by the CPMT, the Provider shall remove that person from the job immediately and for the duration of this Agreement and any Service Orders. If a complaint about the Provider's conduct is received, and the complaint is deemed by the CPMT to indicate inappropriate conduct on the part of the Provider, the Provider agrees that the CPMT has the right to terminate this Agreement and all Service Orders between the CPMT and the Provider immediately. Nothing herein is intended to limit any claim or other action, in law, equity or otherwise, that CPMT may seek or have against Provider for any misconduct, breach, default, act or omission under this Agreement, including, without limitation any Service Order.

B. Licenses, Requirements of Applicable Law and Other Requirements

The Provider represents and warrants that it: (1) duly holds all necessary licenses required by Applicable Law to enter into this Agreement and provide any services under a Service Order; (2) will furnish satisfactory proof of such licensure(s) to the CPMT and Fiscal Agent at the time of execution of the Agreement; and (3) that if Provider is not a sole proprietor, that Provider is an entity properly registered with the Virginia State Corporation Commission to transact business in Virginia and will maintain such status for the duration of this agreement (for any such entity, any termination of the Provider's corporate existence or registration must be immediately reported to the CPMT and shall cause immediate termination of this Agreement). The Provider covenants that it will maintain its required licensed status, if applicable, with the appropriate governmental authorities and will immediately notify the CPMT in the event such licensing has lapsed, is suspended, withdrawn or revoked. The Provider agrees that such lapse, suspension, revocation or withdrawal shall constitute grounds for the immediate termination of this Agreement. Misrepresentation of possession of such license shall constitute a breach of the terms of this Agreement and shall terminate this Agreement without written notice and without financial obligation on the part of the CPMT to pay the Provider's invoices.

The following are other requirements applicable to certain services as identified below:

1. Agencies providing in-home services require a license issued by the Department of Behavioral Health and Developmental Services.
2. Requirements for Mentoring. Providers of CSA funded "mentoring" services (as defined by the Office of Children's Services Standardized Service Name) represent and warrant that the mentors (1) have received some form of First Aid training, (2) have received some form of Mental Health First Aid training, (3) have completed Mandated Reporter training, and (4) meet Professional Expectations as provided by an agency's Code of Ethics and/or the "Standards of Conduct" provided by the CPMT.

3. Individuals in private practice providing outpatient counseling and/or psychological evaluations require a license provided by the Board of Health Professions.
4. Individuals providing outpatient counseling within an agency setting who are not licensed MUST meet all of three of the following criteria: (i) Possess a graduate degree; (ii) be under the direct supervision of an individual licensed by the Board of Health Professions and whose supervision is registered and approved by the Board of Health Professions; and (iii) a licensed individual must be present in the facility while the service is being conducted.

Any misrepresentation of any of the above requirements shall constitute a breach of the terms of the Provider Agreement and shall terminate the agreement without written notice and without financial obligation on the part of the CPMT to pay the Provider's invoices.

C. Employee Background Checks Applicable Only to Providers who Interact Directly with Children or Providers who Supervise Individuals that Interact Directly with Children.

For any child or family receiving services under this Agreement, THIS SECTION C ONLY APPLIES TO INDIVIDUAL PROVIDERS THAT AT ANY POINT DURING THE TERM INTERACT DIRECTLY WITH A CHILD OR CHILDREN AND PROVIDERS WHO SUPERVISE INDIVIDUALS THAT INTERACT DIRECTLY WITH A CHILD OR CHILDREN.

If this section applies, then individual Providers must complete those background checks required including, without limitation, a Virginia State Police criminal background record check and a check through the Virginia Child Protective Service Registry and to provide a Department of Motor Vehicle checks of the individual Provider, copies of which shall be included by Provider with this Agreement. Provider agrees and certifies that all individuals, including volunteers working under the Provider's supervision, providing services to or having contact with a client placed with or served by the Provider have successfully completed a Virginia State Police criminal background record check and a check through the Virginia Child Protective Service Registry or the State in which such services are being rendered. If it is known that the individual providing services, has moved from another state and has worked with children within one year of his or her employment the previous State must also be checked. If the Provider is notified that any of the individuals providing services are named in a child protective service registry, then the Provider will immediately notify the CPMT and remove the individual from working with any clients. For those Providers who provide transportation services, a Division of Motor Vehicle check is also required for all individuals, including volunteers working under the Provider's supervision, providing this service. The Provider is and will comply with Applicable Law, its State's laws, regulations and licensure requirements relating to the conducting of criminal and Department of Motor Vehicle checks of individuals providing services hereunder at all times during the Term. Providers are required to provide a current copy of all such background checks as may be requested by the CPMT.

D. Services

1. Quality. The Provider shall provide services at or above the quality standard in the industry at which the service is rendered. The description of services shall be provided along with the published Provider's Rate Sheet at the execution of this Agreement. The Provider shall permit representatives of the CPMT to conduct program and facility reviews to assess service quality and compliance with the Individual Family Service Plan of any child under the supervision or authority of the CPMT. Such reviews shall include, but are not limited to, meetings with consumers, review of services records, review of service

policy and procedural issuance, review of staffing ratios and job descriptions, review of financial records pertaining to any child and/or family receiving services through the CPMT, and meeting with any staff directly or indirectly involved in the provision of services to any child and/or family receiving services through the CPMT. Such reviews may occur as deemed necessary by the CPMT and may be unannounced. CPMT may employ or retain the services of a Utilization Review Clinician. Provider shall allow CPMT's Utilization Review Clinician access to its facilities and to Provider's books and records relating to services paid for by CPMT and rendered to CPMT's clients (subject to Applicable Law). Further, upon request, Provider shall complete such additional forms or reports as may be requested by the Utilization Review Clinician in the performance of his or her official responsibilities.

2. Changes. The Provider shall notify CPMT of any changes in service delivery, which alter the level or quality of service provided, or the expected outcomes set forth at the initiation of the contracted service. Substantial changes in the proposed delivery of services from that stated by the Provider or that is stated in the published Provider's Rate Sheet, whether actual or anticipated, such as, but not limited to, changes in services quality, key personnel, ability to provide specified volumes of services, submitted budgetary data, or compliance with applicable State and/or Federal standards shall be reported in writing to the CPMT as soon as practicable and whenever possible in advance of such change, however in any event notice of any change must be provided within five (5) days of the occurrence.

3. Rates. The rates for services provided to a specific child and/or family by the Provider shall be set forth in the Service Order for the child and/or family. The Provider may not increase the rate for any service described in a Service Order during the term of this Agreement. The Provider is requested to have all services and rate information entered and up-to-date in the Service Fee Directory by the beginning of the Agreement year. The Provider shall provide to the CPMT written notice of any planned rate increase thirty (30) days prior to the initial month of the CPMT's next fiscal year. Such written notice shall contain the justification for the increase and shall be submitted to the CPMT's Fiscal Agent. Services shall be provided at the rate(s) published by Provider on the Provider Rate Sheet as of July 1 of the fiscal year in which the services were delivered, and/or Medicaid rate(s) for applicable fiscal year. The July 1 rate shall be specified within the Service Order executed by Provider and CPMT for a specific client, and Provider shall not charge CPMT a higher rate during that fiscal year. All rates specified within a Service Order shall be inclusive of any and all costs, of whatever nature (including incidentals or reimbursable items, including, without limitation, administrative, copying, travel, mileage (no greater than the applicable IRS mileage rate) or other expenses of any kind) for which CPMT may be charged by Provider. The Provider shall immediately notify CPMT if the rates or fees contained in any Service Order are lowered during the period covered by the Service Order, whereupon, CPMT shall be entitled to require Provider to amend existing Service Orders to conform to the lower rate(s). Any reimbursements from the CPMT are limited to rates established by Applicable Law and also by any applicable CPMT policy guidelines; and reimbursements can never exceed the actual costs paid by Provider without mark-up of any kind.

4. Maintenance. The CPMT cannot make any additional payment or reimbursement to the Provider or to a foster parent for the following items considered by the state to be included in the Room and Board or Basic Foster Care Maintenance payment: (i) School Supplies: Costs associated with books, materials, and supplies necessary for a child's education; (ii) Child's personal incidentals: Incidental costs associated with the personal care of a child such as; items related to personal hygiene; cosmetics; over-the-counter medications and special dietary foods; infant and toddler supplies, including high chairs and diapers; and fees related to activities including recreation (includes monthly allowance as applicable); and (iii) Clothing: Costs associated with providing and maintaining the clothing for the child. These costs may include: Costs of the clothing itself, laundry and dry cleaning. (This is separate from the annual Supplemental Clothing Allowance for which a foster child may be eligible.)

5. **Payment for Court Testimony.** The Provider acknowledges that by the nature of the services rendered pursuant to this Agreement there exists the possibility that evidence and/or testimony will be needed from the Provider and its Employees and agents. Unless such testimony is compensable expert testimony as defined below, court appearances and testimony shall not be compensable. The CPMT will not reimburse the Provider for court testimony when the Provider is considered a "fact witness." "Fact witnesses" are those who testify about compliance with services or recount facts observed as an eyewitness and do not offer expert witness testimony.

The CPMT may reimburse the Provider for expert witness court testimony when the Provider is subpoenaed as a witness by the Guardian ad Litem. The court defines expert witnesses to be those with specialized knowledge, skill, experience, training, or education, those maintaining certain licenses to perform their work, and those who have conducted training in a particular subject or who have authored writings pertaining to a particular subject. A court may qualify someone expert if a previous court has recognized him or her to be so. An expert witness is further defined as one who will synthesize and analyze facts, draw inferences from facts, circumstances, or data, and prepare and render an opinion. They are expected to provide expert opinions on expectations for future progress or improvement and for opinions on what would be needed to obtain such progress considering clinically identified barriers. Expert witnesses are also able to shed light on a topic about which a "fact finder" is not familiar and to assist the Trier of fact to understand the evidence or to determine a fact in issue.

E. Medicaid.

This Section E only applies to Medicaid eligible Providers.

_____ **Provider is a Medicaid eligible Provider.** *(Please Initial in the blank provided only if Provider is a Medicaid eligible Provider).*

Provider shall file for Medicaid reimbursement for any Medicaid eligible services provided by the Provider to any Medicaid eligible child and/or family receiving services through the CPMT. The Provider shall be responsible for adhering to all Medicaid requirements, both service and fiscal. Any costs associated with improper management of Medicaid cases on the part of the Provider shall be the sole responsibility of the Provider. The Provider shall provide the CPMT with documentation specifying the status of initial Medicaid approval within twenty-four (24) hours (one business day) of receipt of such by the Provider. All other documentation specific to Medicaid received by the Provider shall be provided in writing to the CPMT within forty-eight (48) hours (two business days) by the Provider. The CPMT shall not be responsible for payment of Medicaid eligible services that are denied by Medicaid for reasons attributable to fault of the Provider. This section is only applicable to the Provider if the Provider is a Medicaid provider or claims to be a Medicaid eligible Provider in Section E of this Agreement.

The provisions of the following paragraph only apply to Providers of Residential Placements (For Residential Placements Only). The CPMT shall supply Provider with the child's Medicaid number, if applicable; make referral to Independent Assessment and Care Coordination Team (IACCT), if applicable; provide a signed Reimbursement Rate Certificate (certificate form to be supplied by Provider) and a Certificate of Need at the time of placement that documents necessity for each child eligible for Medicaid reimbursement, and provide Child and Adolescent Needs and Strengths ("CANS") assessments as and if required."

F. Billing

1. **Billing Notifications.** Any billing-related correspondence from the CPMT, including Service Orders, Invoices, or correspondence related to either Service Orders or Invoices, will be sent to the following contact information:

Provider:

Name: _____

Address: _____

(If applicable) ATTN: _____

Telephone: _____

Facsimile: _____

Email: _____

2. **Monthly Billing.** The Provider shall bill the CPMT by returning the completed CPMT invoice each month for all services rendered to a child and/or family pursuant to a Service Order. The Provider shall bill the CPMT for any and all services provided within thirty (30) days of the date on which the service was provided. The CPMT agrees to either mail payment for invoices within forty-five (45) days of receipt of the invoice or to notify Provider that the invoice is disputed. In no case, shall the CPMT be obligated to pay for services rendered to a child when the Provider fails to submit an invoice to the CPMT for such services within forty-five (45) calendar days following the month of the provision of service. CPMT does not waive any breach, misconduct, fraud, act, omission or similar conduct of Provider by paying an invoice under this Agreement. Furthermore, CPMT reserves all rights under this Agreement including any claims, rights to adjustment/offset or to later dispute any improper invoice. Should CPMT later discover an issue relating to an invoice previously paid, it may notify the Provider of the dispute. Notwithstanding any other provision herein, CPMT shall not be obligated to pay any invoice(s) from Provider until all disputed invoice(s) are resolved and any other invoice(s) shall not be deemed to have been received by CPMT until the date the disputed invoice(s) are all resolved.

3. **Content of Invoices.** The invoice shall identify the Services Order number, CSA-eligible child/family/individual, the services authorized for the child and/or family member(s), and the month of service. The amount billed for services shall be the amount agreed upon in the Service Order authorizing services to the child and/or family member(s) to whom the service was provided. The Provider agrees to bill and the CPMT agrees to pay for only those services authorized by the Service Order for a specific child and/or family. The Provider shall bill the CPMT for no more than the actual number of hours, or portion thereof, of services provided; and such must be in fifteen (15) minute increment portions of an hour, or less (i.e. Provider can charge in 1/10th of an hour increments, but Provider cannot charge in 1/2 hour increments). The Provider shall not charge or accept from the CPMT more than the Provider charges all CPMTs of the same service. Additionally, the Provider shall not invoice the CPMT a greater number of units of any service than are specified in the Service Order unless the Fiscal Agent enters into a written amendment to the Service Order authorizing the same. The Provider shall invoice the CPMT only for services actually delivered. The Provider shall not submit any billings for services provided prior to the "Effective Date" of the Service Order. The Provider shall invoice the CPMT each calendar month which services are delivered. Invoices, which are correct and are received by the CPMT shall be processed and paid no later than forty-five (45) calendar days from receipt of invoice. Invoices received which are not correct shall be returned to the Provider for correction.

4. **Incorrect Invoices.** The CPMT shall return incorrect invoices without payment to the Provider for correction within forty-five (45) days of receipt of the invoice. Within fifteen (15) days of receipt of the returned invoice, the Provider shall correct any incorrect invoice and re-submit the corrected

invoice to the CPMT for payment. If the Provider finds that the invoice is correct, the Provider shall forward a written explanation for the invoice with supporting documents to the CPMT within fifteen (15) days of receipt of the returned invoice. If the Provider's notification and supporting evidence are not received by the CPMT within the fifteen (15) day limit, then the CPMT shall not be obligated to make payment upon any disputed portion of the invoice. The Provider shall immediately notify the CPMT of any overpayment for services by the CPMT.

5. Educational Services (For Private Day Placements Only). **The provisions of the following paragraph only apply to Providers of Private Day Placements (For Private Day Placements Only).** All educational services provided shall be delivered as defined by Applicable Law; including, but not limited to, regulations published by Virginia Department of Education, the United States Department of Education, Virginia Department of Behavioral Health and Developmental Services, the United States Department of Health and Human Services, and any other statutes that govern these services on a local, state and/or federal level. Should a child for whom there is a Service Order with Provider under this Agreement not attend school for an entire day during normal operating hours of a Private Day Placement, the Provider of the Private Day Placement may bill for services on the day that a student's absence occurs, so long as the absence occurs on a calendar day that is defined by the Private Day Placement's academic calendar as being open and providing instruction on the day of absence and only if the Private Day Placement was actually open and providing services on such day. Notwithstanding the foregoing, a Private Day Placement may bill for no more than five (5) days of the child's absence per calendar month; should a child be absent for more than five (5) days per calendar month of the Private Day Placement's normal operation, the Private Day Placement may not bill CPMT for such services for those days and CPMT will not be required to pay the Private Day Placement for services on such days. If the absence is a result of medical issues being experienced by the student, the Private Day Placement may submit a written request to CPMT for additional days of absence to be considered billable for this student and CPMT may reject or deny the request in its sole discretion. In no circumstances will CPMT be billed or pay for services on any day in which the Private Day Placement is not open for normal operation.

6. Medical Services (For Residential Placements Only). **The provisions of the following paragraph only apply to Providers of Residential Placements (For Residential Placements Only).** All outside medical services shall be approved by the CPMT prior to the client receiving the services, unless they are of a nature requiring immediate emergency assessment and to prevent life threatening or serious debilitating medical deterioration. In those instances when payment from an insurance company such as Virginia Medicaid, is sought by the Provider, the forty-five (45) day requirement is suspended, provided the Provider immediately notifies the CPMT of this contingency. Forty-five (45) calendar days following receipt by the Provider of said insurance payments, the Provider shall be required to submit invoices for the balance due if applicable; however, under no circumstance will the CPMT be required to make payment for services provided during any fiscal year if the invoices are not received by the CPMT within 2 months following the end of such fiscal year.

7. Unauthorized Absences (For Residential Placements Only). **The provisions of the following paragraph only apply to Providers of Residential Placements (For Residential Placements Only).** In the event the child leaves a facility/placement without authorization for more than forty-eight (48) consecutive hours, the CPMT will discontinue payment for room and board and other services after the second day of unauthorized absences. Provider will contact CPMT after forty-eight (48) hours to negotiate continued stay on a case-by-case basis to avoid disruption of placement and/or loss of Medicaid authorization.

8. Incorrect Payment. If the Provider feels that a payment received for services invoiced is incorrect, the Provider must notify the CPMT in writing of the questionable payment within forty-five (45)

calendar days after the receipt of the payment. Supporting evidence must accompany such notification. The CPMT must correct any error found or respond in writing to the Provider why no error exists within the forty-five (45) calendar days after the receipt of the Provider's notification. If the Provider's notification and supporting evidence are not received by the CPMT within the forty-five (45) calendar day limit, the CPMT is not obligated to make any adjustments to the questionable payment. If the Provider feels that the payment received for services invoiced was an overpayment, then the Provider must notify the CPMT immediately.

9. **Double Billing.** The Provider guarantees that any costs incurred pursuant to this Agreement shall not be included or allocated as a cost of any other federal, state, or locally financed program in either the current or a prior period. No fee shall be imposed by the Provider upon the child and/or family pursuant to this Agreement.

10. **Disputes.** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by negotiation and agreement shall be referred to the CPMT for further consideration. Their decision is final and shall be reduced to writing and with a copy being supplied to the Provider. This provision shall not preclude the Provider exercising any rights under Applicable Law and consistent with this Agreement for failure of the CPMT to comply with the terms of this Agreement.

G. **Accounting and Record Keeping**

The Provider and any subcontractor shall maintain an accounting system and supporting records adequate to assure that claims for funds are in accordance with Applicable Law and applicable state, federal and appropriate accrediting agency requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Agreement and all income from any source. If required, the Provider shall also collect and maintain fiscal and statistical data pursuant to the servicing of this Agreement and any Service Order for a child under the supervision or authority of the CPMT on forms designated by the CPMT.

The Provider shall maintain and retain all books, records, and other documents relative to this Agreement and any Service Order for a child and/or family receiving services through the CPMT for five (5) years after any final payment pursuant to this Agreement and any Service Order for a child and/or family receiving services through the CPMT or as long as necessary for purposes of any unresolved state or federal audit. The CPMT, its authorized agents, and State or Federal auditors shall have full access to and the right to examine any of the said materials during an audit or specific to children served by this Agreement during said period. In the event an audit shows that Provider expended or received CPMT's funds improperly, Provider shall provide full restitution to CPMT.

Reports, studies, photographs or other documents prepared by Provider in the provision of services to CPMT's client(s) shall be the property of CPMT. Provider shall not use, willingly allow to be used, or cause such materials to be used for any purpose which has not been authorized by CPMT.

To the extent Applicable Law, including without limitation HIPAA regulations, apply to any documents or information coming into Provider's possession, Provider agrees to comply with such rules and regulations.

H. **Service Reports**

1. **Treatment Plans.** Within thirty (30) calendar days of the commencement of any services to a client, Provider shall submit a written treatment plan to CPMT. Said plan shall include at a minimum the following information: short- and long-term goals, anticipated time of completion, prognosis, medications administered (if applicable), and preliminary discharge plan.

2. Monthly Reports. Provider shall submit written progress reports to CPMT on a monthly basis, or more often if required by the CPMT for a particular client, or if required by Medicaid policy. Monthly progress reports shall include at a minimum the following information: Statement of goals and objectives and progress made toward these goals, both positive and negative, during the month, significant incidents or accidents, and summary of the child's/child/individual's social, emotional and physical development and any changes that might reflect outcomes of the treatment intervention; review of treatment goals and objectives, with revision of goals as needed, estimate of length of service and preliminary discharge plans, with clear indication of follow-up and continuing treatment needs and medications prescribed (if applicable).

3. Termination Reports. Upon termination of services to a client, Provider shall submit a written termination report to CPMT within thirty (30) days of the last day on which services were provided.

4. Failure to Report. If the Provider fails to provide any written treatment plan and progress reports by the 15th day of each month, the CPMT shall withhold payment of Provider invoices until they are received.

5. Miscellaneous Reports (For Residential Placements Only). **The provisions of the following paragraph only apply to Providers of Residential Placements (For Residential Placements Only).** Provider shall immediately report to CPMT any recommended, planned or necessary changes in a client's medications. Provider shall obtain consent from legal custodian prior to changing or administering any new medications to a client under the age of eighteen (18) years. The Provider shall provide the CPMT with a copy of the required reports of physical, dental and psychological or psychiatric examinations of the client while under the care of the Provider.

I. Serious Incident Reporting (For Residential Placements Only).

The provisions of this Section I only apply to Providers of Residential Placements (For Residential Placements Only). The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to child/individual placed by the CPMT. For the purposes of this Agreement, a serious incident shall include but not be limited to, abuse or neglect; criminal behavior; death; emergency treatment; facility related issues, such as fires, flood, destruction of property; food borne diseases; physical assault/other serious acts of aggression; sexual misconduct/assault; substance abuse; serious illnesses, (such as tuberculosis or meningitis), serious injury (accidental or otherwise); suicide attempt; unexplained absences; or other incidents which jeopardize the health, safety, or well-being of the child/individual.

Within twenty-four (24) hours of a serious incident, or by the next business day, the Provider shall report the incident by speaking to or leaving a message for the case manager of the placing agency of each child/individual involved. Within forty-eight (48) hours of the serious incident, the Provider shall complete and submit to the case manager of the placing agency for each child/individual involved a written report.

The written report of the serious incident shall provide a factual, concise account of the incident and shall include the following: name of facility/Provider; name of person completing form; date and time of serious incident; date of the report; child/individual's name, age, gender, ethnicity; placing agency name; placing agency case manager' name; where the incident occurred, description of incident (including what happened immediately before, during and after the incident); names of witnesses; action taken in response to incident; names/agencies notified (family, legal guardian, child protective services, medical facility, police); recommendation for follow-up and/or resolution of incident; signature of person completing report; and facility/Provider director's (or designee) signature and date.

Separate reports should be completed and submitted for each child/individual involved and placed by the CPMT. The Provider is responsible for ensuring the confidentiality of the parties involved in the incident.

In the event the case manager of the placing agency determines that a serious incident has occurred, the case manager will notify the Provider of the allegation. The Provider shall within forty-eight (48) hours of the case manager's notification complete and submit a written report as set forth herein.

J. Additional Responsibilities of Provider

1. **Transportation to Court.** Providers that are residential treatment centers, or a therapeutic foster care agency, or a group home shall provide transportation of the child to any and all scheduled court hearings involving the child. Such Providers agree to transport a child in the care of the Provider to all scheduled court hearings and to ensure the child's timely arrival at such hearings unless exigent circumstances exist that prevent the Provider from providing such transportation. The CPMT agrees to provide the Provider with notice of a scheduled court date at least ten (10) days prior to such date whenever practicable. The Provider agrees to notify the CPMT at least ten (10) days prior to a scheduled court date of any inability on the Provider's part to transport a child to a scheduled court hearing.

2. **Participation in Meetings.** The Provider is responsible for participation in Family Assessment Planning Team, or similar, meetings as requested by the CPMT and shall provide a designee to attend a meeting if the client's assigned worker is not available.

3. **Complaints.** If a child and/or families receiving services through the CPMT, submits a complaint to the CPMT concerning the Provider, the Provider shall promptly provide all verbal or written information or documents within its control relevant to such complaint to the CPMT upon a request by the CPMT for such information. Additionally, if a child and/or family receiving services through the CPMT registers a grievance, requests a fair hearing, or submits an appeal, the Provider, its agents and Employees agree to appear on request of the CPMT in any proceedings arising from such claim and provide all verbal or written information or documentary evidence within their control relevant to such claim at no cost to CPMT.

K. Subcontracts and Assignment

The Provider shall not enter into any subcontract for any of the services provided and/or approved under this Agreement unless: (i) such is specifically disclosed in the Service Order; and (ii) each Subcontractor executes and delivers to the CPMT this CSA Provider Agreement. It is the Provider's responsibility to ensure compliance and maintain documentation of said compliance with this Agreement. Provider shall make such documentation available to CPMT upon request.

This Agreement may not be assigned by the Provider.

L. Responsibility and Independent Providers

The Provider shall, at its own expense, be responsible for its services and every part thereof, and for all personnel, materials, tools, equipment, appliances and property of any and all description used in connection therewith. The CPMT shall in no event be responsible for any direct or indirect damage of injury to the property or persons used or employed by the Provider on or in connection with the services contracted for, or any damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Agreement. The Provider and its Employees, assignees, or subcontractors are independent contractors and none shall be deemed employees or agents of the CPMT or the Fiscal Agent while performing services pursuant to and/or under this Agreement.

M. Term of Agreement

The terms of this Agreement shall commence and be in full force and effect on the date this Agreement is executed by all of the Provider, CPMT and Fiscal Agent and shall terminate on June 30, 2021 (the “Term”). This Agreement does not involve a definite financial obligation on the part of the CPMT, although the CPMT shall use this Agreement for the procurement of services for individual recipients as specified and for which payment shall be made by the CPMT. The Provider shall only charge for those services listed and described in both the Service Fee Directory and the published Provider Rate Sheet, provided by Provider with this Agreement and incorporated herein by reference. This Agreement, together with each fully executed Service Order, shall constitute the contractual agreement between the Provider and the CPMT. Under no circumstance will the CPMT be required to make payment for FY 2020 beyond August 31, 2021.

N. Notices

Any written notices required or made under this Agreement shall be effective when delivered in person or sent by United States mail, postage prepaid, to the following persons and addresses:

Provider:

Name: _____
 State Corporation Commission ID (if applicable): _____
 Address: _____

 Telephone: _____
 Facsimile: _____
 Email: _____

CPMT:

Fluvanna County
 CSA Coordinator
 P.O. Box 540
 Palmyra, Virginia 22963

with a copy to:

Fiscal Agent:

Fluvanna County
 Attn: Director of Finance
 P.O. Box 540
 Palmyra, VA 22963; and

Fluvanna County Attorney
 Attn: Kristina M. Hofmann, Assistant County Attorney
 414 East Jefferson Street
 Charlottesville, VA 22902

O. Miscellaneous Provisions

1. **APPLICABLE LAW AND COURTS:** This Agreement, including without limitation any Service Order and its terms, 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 Provider shall comply with all Applicable Law in performance of the Agreement.

2. **PROVISION AND OWNERSHIP OF INFORMATION:** CPMT reserves its rights of ownership to all material given to the Provider under this Agreement and further CPMT reserves its rights of ownership to all background information documents, and other documentation developed by the Provider in performing under this Agreement.

3. **CONFIDENTIALITY:** Any information obtained by Provider pursuant to this Agreement shall be treated as confidential. Use or disclosure of such information by the Provider shall be limited to purposes directly with Provider's responsibility for services under this Agreement and further limited by Applicable Law. Provider 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 CPMT in connection with the performance by Provider of its services hereunder, without prior written approval of CPMT. Provider, cognizant of the sensitive nature of much of the data supplied by CPMT, 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 CPMT, unless disclosure of such information by it is required by Applicable Law, rule or regulation or the valid order of a court or administrative agency. Both parties understand that the CPMT is a public agency subject to Freedom of Information Act ("FOIA") requests, however some of the information related to this Agreement, including sensitive health care information, may be subject to an exception to the FOIA whereby disclosure is not required.

4. **INSURANCE:** The Provider agrees that, during the period it renders services to CPMT pursuant to any Agreement, it shall carry (and provide CPMT with evidence of coverage) the following minimum amounts of insurance:

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		

_____ **Provider will transport clients.** *(Please Initial in the blank provided if Provider will transport clients during the normal execution of services provided).* If initialed, the following amounts of insurance are also required:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
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A Service Order may specifically require the Provider to carry higher minimum amounts of insurance.

In addition, the Provider shall require, and shall include in every subcontract, that any subcontractor

providing any goods or services related to such Agreement obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

The Provider shall provide a copy of a Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the CPMT at the time of the signing of this Agreement. On this Certificate of Insurance, the CPMT and Fiscal Agent shall be named or indicated as additional insureds for comprehensive general liability and also for automobile insurance if the Provider will be transporting the client(s).

No change, cancellation or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the CPMT and such shall be noted in the policy. The Provider shall furnish a new certificate prior to any change or cancellation date. The failure of the Provider to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished.

Insurance required by this Agreement shall be in full force and effect throughout the Agreement term. If the Provider fails to provide the CPMT with acceptable evidence of current insurance within ten (10) days after written notice during the Agreement term, the CPMT shall have the absolute right to terminate the Agreement without any further obligation to the Provider.

5. **SEVERABILITY:** If any term, covenant or provision this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.

6. **TITLES:** The titles and section headings herein are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.

7. **ATTORNEYS' FEES:** In the event of a dispute between CPMT and Provider under any Agreement which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation including all appeals shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees, costs and expert witness fees.

8. **NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by CPMT, nor any extension of time, shall operate as a waiver of any provision of any Agreement, nor of any power herein reserved to CPMT, or any right to damages herein provided, nor shall any waiver of any breach of any Agreement be held to be a waiver of any other or subsequent breach. Failure of CPMT to require compliance with any term or condition of any Agreement shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

9. **NO FINANCE CHARGES:** No finance charges or late payment fees of any kind shall be paid by CPMT.

10. **DEFAULT:** Failure of a Provider to deliver services in accordance with this Agreement and the Service Order including all terms and conditions and/or within the time specified, or within reasonable time as interpreted by CPMT in its sole discretion, or failure to make replacements/corrections of rejected services when so requested, immediately or as directed by CPMT, or failure of the Provider to act in accordance with the Agreement in any material respect, as reasonably determined by CPMT, shall constitute a "default" by the Provider and shall further authority for CPMT to terminate this Agreement and any Service Order effective immediately upon said default without any further payment obligations hereunder. These remedies shall be in addition to any other remedies which CPMT may have, including but not limited to, any remedies at law, under the Agreement or in equity. Notwithstanding the foregoing, the Provider 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 CPMT's opinion, are beyond the control of the Provider. Under such

circumstances, however, CPMT may, at its sole discretion, terminate or cancel the Agreement effective immediately.

11. **NON-DISCRIMINATION ASSURANCES:** The Provider 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: During the performance of any Agreement, the Provider agrees as follows: (i) the Provider 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 Provider; (ii) the Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; (iii) the Provider, in all solicitations or advertisements for employees placed by or on behalf of the Provider, will state that such Provider 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; and (iv) The Provider shall include the provisions of (i) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

12. **MODIFICATION:** This Agreement entered into by CPMT and any Provider shall not be subject to change, modification, or discharge except by written instrument signed by CPMT and Provider.

13. **INDEMNIFICATION:** Provider agrees to indemnify, keep and save harmless CPMT, 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 Provider's or its Employees' (as defined supra) negligence or wrongful acts or omissions in connection with its performance of this Agreement. The Provider 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 CPMT in any such action, the Provider shall, at his or her own expenses, satisfy and discharge the same. Nothing contained in this Solicitation or the Agreement shall be deemed to be a waiver of Fiscal Agent and CPMT's sovereign immunity.

14. **DRUG-FREE WORKPLACE:** Pursuant to Virginia Code § 2.2-4312: During the performance of this Agreement, the Provider agrees to (i) provide a drug-free workplace for the Provider'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 Provider'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 Provider that the Provider 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 the Agreement with Provider in accordance with Applicable Law, 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 Agreement.

15. **TERMINATION:** This Agreement will remain in force for the Term, unless: (i) terminated by CPMT upon thirty (30) days written notice to the Provider at CPMT's convenience in CPMT's sole discretion ("termination for convenience"); or (ii) earlier terminated by CPMT as specifically permitted under any provision of this Agreement. Any Agreement cancellation notice shall not relieve the

Provider of the obligation to deliver and/or perform on all outstanding Service Order(s) issued prior to the effective date of the termination; or (ii) Terminated by CPMT for cause, default or negligence on the part of the Provider, including termination due to a failure of any funding or monies relied on by the CPMT. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Provider of the termination for cause.

16. **APPROPRIATIONS:** Notwithstanding any other provision of any Agreement, the payment of CPMT's obligations under this Agreement shall be subject to annual appropriations by the Board of Supervisors of CPMT in each fiscal year of monies sufficient to satisfy the same. Payment of CPMT's obligations under this Agreement shall further be subject to receipt of any funding or other monies relied on from federal, state or other sources.

17. **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.

18. **CLAIMS PROCEDURE:** The procedure for consideration by CPMT of contractual claims for any Agreement shall be that set forth in Virginia Code § 15.2-1243, *et seq.*

19. **ORDER OF PRECEDENCE:** Where there exists any inconsistency between the provisions of this Agreement and the provisions other documents that have been incorporated into this Agreement by reference or otherwise, the provisions of this Agreement shall control.

20. **PRIOR AGREEMENTS:** This Agreement supersedes all payment provisions in placement agreements or any prior agreements that may be in effect between the Provider and the CPMT, or the Fluvanna County Department of Social Services.

21. **REMEDIES CUMULATIVE:** All remedies afforded in this Agreement shall be construed as cumulative, that is in addition to every other remedy provided herein or by Applicable Law.

22. **BINDING:** No document other than this Agreement and a Service Order executed by both CPMT, Fiscal Agent and Provider shall bind or obligate CPMT to the Provider, unless such document is signed by an authorized Fiscal Agent of CPMT.

23. **REQUIRED DOCUMENTS.** The documents listed below shall be submitted to the CPMT with this executed Agreement, unless otherwise agreed to by the CPMT in writing after request for exception by Provider including the reasons therefor:

- (i) Provider Rate Sheet including List or Description of Services;
- (ii) IRS W-9 form (Request for Taxpayer Identification Number and Certification);
- (iii) Provider License(s) held by your facility(ies) or licensure documentation;
- (iv) Certificate(s) of Insurance (required under this Agreement); and
- (v) **EITHER initial (a) below OR provide the documents listed in (b):**

- a. _____ By initialing in the space provide, I **certify** that during the Term, Provider, including all individuals under Provider's supervision, will have **NO DIRECT CONTACT WITH ANY CHILD/CHILDREN** related to any child or family receiving services under this Agreement; **OR**
- b. Section C of the Agreement applies to **PROVIDER WHO HAS DIRECT CONTACT** with children – Provider to **provide all Background Checks** (required

under this Agreement; please note for Providers with more than 5 employees, Provider may provide CPMT with a document on Provider’s letterhead containing a description of the Provider’s background check process, including without limitation, the types of background checks performed and the frequency, and copies of the background checks for only those persons who will actually be providing services under this Agreement.)

[PLEASE make sure that you have EITHER - INITIALED IN v(a) above TO INDICATE NO DIRECT CONTACT WITH CHILDREN; or PROVIDED ALL BACKGROUND CHECKS required under v(b) above. DO NOT DO BOTH!]

Witness the following duly authorized signatures and seals:

CPMT/Fiscal Agent:

Fluvanna County
 Signature: _____
 CPMT Fiscal Agent
 Date: _____

Fluvanna County, CSA Coordinator

 Date: _____

Provider (complete if sole Proprietor):

Signature: _____
 Print Name: _____
 Date: _____

Provider (complete if business entity):

Name of Provider: _____
 (business entity name above)
 By: _____
 (authorized signature above)
 Print Name: _____
 Print Title: _____
 Date: _____

Approved as to Form:

 Fluvanna County Attorney

Provider Agreement Reminders (failure to follow instructions may delay processing or be cause for rejection):

- a. Page 1 - Providers who are business entities must use the legal name of the business as filed with the State Corporation Commission.
- b. Section E - Providers who are Medicaid eligible must initial in Section E. Do not initial Section E if you are NOT Medicaid eligible.
- c. Section F – All Providers must complete Billing contact information in Section F.
- d. Section N – All Providers must complete the notice contact information in Section N.
- e. Section O(4) – Providers who will transport any client related to this Agreement or the services must initial Section O(4). Do not initial Section O(4) if you will NOT transport client(s).
- f. Section O(23)(v) – Provider either initialed Section O(23)(v)(a) that it has NO DIRECT CONTACT WITH CHILDREN; or Provider provided all required Background checks consistent with Section C of the Agreement and Section O(23)(v)(b).
- g. Individual Providers sign as sole proprietors (left signature block).
- h. Entity Providers sign as business entities (right signature block).

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

TAB M

MEETING DATE:	June 3, 2020				
AGENDA TITLE:	Local Allocations for Federal CARES Coronavirus Relief Funds				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					X
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	N/A				
TIMING:	N/A				
DISCUSSION:	<ul style="list-style-type: none"> • Congress passed and the President recently signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020. • This Act provides funding for a number of different programs to address the COVID-19 pandemic. • A primary component of the CARES Act is \$150 billion in assistance to state, local, territorial, and tribal governments for the direct impact of the COVID-19 pandemic through the establishment of the Coronavirus Relief Fund (CRF). <p>These funds may be used for qualifying expenses of state and local governments. The CARES Act provides that payments from the CRF only may be used to cover costs that:</p> <ol style="list-style-type: none"> 1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); 2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and 3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. <ul style="list-style-type: none"> • Each locality's allocation will be based on the proportion that the locality's population represents of the statewide total population. • Fluvanna County's allocation is <u>\$2,379,202</u> 				

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:

- COVID-19-related expenses of public hospitals, clinics, and similar facilities.
- Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
- Costs of providing COVID-19 testing, including serological testing.
- Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
- Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.

2. Public health expenses such as:

- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID- 19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:

- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
- Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
- Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
- COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
- Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:

- Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.

	<ul style="list-style-type: none"> • Expenditures related to a State, territorial, local, or Tribal government payroll support program. • Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise. <p>6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund’s eligibility criteria.</p> <p><u>Nonexclusive examples of ineligible expenditures</u></p> <p>The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.</p> <ol style="list-style-type: none"> 1. Expenses for the State share of Medicaid.³ 2. Damages covered by insurance. 3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency. 4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds. 5. Reimbursement to donors for donated items or services. 6. Workforce bonuses other than hazard pay or overtime. 7. Severance pay. 8. Legal settlements. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X			



COMMONWEALTH of VIRGINIA

Aubrey L. Layne, Jr., MBA, CPA
Secretary of Finance

P.O. Box 1475
Richmond, Virginia 23218

May 12, 2020

To: County and City Elected Officials

Delivered Via: Chief Executive Officer, Manager, or Administrator

From: Aubrey L. Layne, Jr.
Secretary of Finance

Subject: Local Allocations for Federal CARES Coronavirus Relief Funds

Background

As most of you are aware, Congress passed and the President recently signed the *Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020*. This Act provides funding for a number of different programs to address the COVID-19 pandemic. A primary component of the CARES Act is \$150 billion in assistance to state, local, territorial, and tribal governments for the direct impact of the COVID-19 pandemic through the establishment of the Coronavirus Relief Fund (CRF).

Allocations were sent to states based on population. Each state received 55 percent of its share based on total state population and the remaining 45 percent was based on the local populations of each state's cities and counties. Localities with populations greater than 500,000 could apply to receive funds directly. All other CRF funds were distributed to the states to determine the allocations to localities.

Virginia has received approximately \$3.1 billion as its share of the CRF total. This amount does not include approximately \$200 million that went directly to Fairfax County since it qualified to receive its funding directly.

These funds may be used for qualifying expenses of state and local governments. The CARES Act provides that payments from the CRF only may be used to cover costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

County and City Elected Officials and Administrators
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At this point, federal guidance indicates that the CRF funds can only be used for the direct costs associated with the response to the COVID-19 pandemic and cannot be used to make up for revenue shortfalls. State and local government officials have requested that this restriction be lifted or that additional federal funds be provided to address the loss of state and local revenue. To date, no action has been taken by Congress to allow that flexibility or to provide funding for that purpose.

Allocation of CRF Funds to Localities

While the federal CARES Act does not require that states distribute funding to local governments with populations less than 500,000 residents, the Governor recognizes that localities are experiencing the same COVID-19 related expenses as the Commonwealth. Therefore, fifty (50) percent of the locally-based allocations will be distributed to counties and cities on or around June 1, 2020, by the Department of Accounts (DOA) after receipt of a signed certification from the locality. This distribution will be made to the local treasurer in the same manner that Car Tax Relief Payments are made.

Each locality's allocation will be based on the proportion that the locality's population represents of the statewide total population. Appendix A reflects the population used by US Treasury to allocate CRF funds to the states. This population data is the basis for determining the allocations to each locality.

This table also reflects each locality's share of the current distribution based on the population data displayed. Please note that the population data for each county includes the populations of the towns within its borders. Consequently, the allocation indicated for each county includes any allocations based on residents that live in the towns located within that county.

CRF funds should be considered "one time" monies and should not be used for ongoing services and/or base operations. Because the funds must be expended by December 30, localities are advised not to create services with expenses beyond that period. Any expenses beyond December 30, 2020, must be paid entirely by the locality from local funds.

Requirements for Use of Funds and Certifications

General

The amounts listed in Appendix A reflect the funds that will be transferred to each locality after receipt of a certification form (Appendix D) from the locality signed by the chief executive officer, the chief financial officer, and the chief elected officer. Before signing the certification, I recommend that you read and understand the federal guidance and the frequently asked questions contained in Appendix B and Appendix C, respectively. The most recent information on this guidance and the frequently asked questions can be obtained at: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

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Please note that the certification statement includes an acknowledgment that you may be required to return funds to the federal government if it is determined that those funds were spent for purposes that do not qualify. Since these funds are being provided to you “up front” rather than on a reimbursement basis, it is important for you to understand that the burden of ensuring that all CRF funds are spent for qualifying purposes falls to the local government. You are responsible for maintaining all necessary documentation to ensure compliance with the federal requirements.

If the federal government determines that you have used CRF funds for purposes that do not qualify, you must return those funds to the state promptly so that they may be returned to the federal government. As a condition of receiving CRF funds, you are agreeing that the state can use state aid intercept to recover any funds necessary for expenses that were not for a qualifying purpose or that were unexpended as of December 30, 2020.

For Counties Only

As previously stated, the population data for each county includes the populations of the towns within its borders. Consequently, the allocation indicated for each county includes any allocations based on residents that live in the towns located within that county.

Counties must ensure that an equitable share of the CRF funds it receives are shared with and granted to each town within its jurisdiction. Just as with the funds retained by the county, the funds granted to towns must be spent in accordance with the same requirements and the same documentation must be retained for audit purposes. The county issuing the grant is responsible for the ensuring compliance with the documentation requirements and must ensure that the use of the funds meets the requirements set forth by the federal government.

Submission of Certification

The certification in Appendix D contains more specific details on the responsibilities of the local governing body. A fillable .pdf form can be downloaded from the Secretary of Finance’s Website under “Recent News” at: <http://finance.virginia.gov/>

In order to receive your locality’s allocation, the signed certification form must be submitted no later than **May 22, 2020**, to the Department of Accounts in electronic or hard copy form:

By Email to: GACCT@DOA.Virginia.gov

By US Mail to: Department of Accounts
Attention: Local CRF Certification
P.O. Box 1971
Richmond, VA 23218-1971

If you have any questions about this process, you may contact my office at (804) 786-1148. If you have technical questions about the certification form or the distribution of the funds, please contact Melinda Pearson, Director, General Accounting, Department of Accounts, at Melinda.Pearson@DOA.Virginia.gov or by phone at 804-225-2376.

Appendix A – Local Allocations

Annual Estimates of the Resident Population for Counties in Virginia: as of July 1, 2019	Statewide Total = 8,535,519	% of Total ¹	Current Allocation Base = \$744,691,122
Locality	Population		
.Accomack County, Virginia	32,316	0.3786%	\$2,819,446
.Albemarle County, Virginia	109,330	1.2809%	\$9,538,621
.Alleghany County, Virginia	14,860	0.1741%	\$1,296,478
.Amelia County, Virginia	13,145	0.1540%	\$1,146,851
.Amherst County, Virginia	31,605	0.3703%	\$2,757,414
.Appomattox County, Virginia	15,911	0.1864%	\$1,388,173
.Arlington County, Virginia	236,842	2.7748%	\$20,663,551
.Augusta County, Virginia	75,558	0.8852%	\$6,592,144
.Bath County, Virginia	4,147	0.0486%	\$361,810
.Bedford County, Virginia	78,997	0.9255%	\$6,892,184
.Bland County, Virginia	6,280	0.0736%	\$547,906
.Botetourt County, Virginia	33,419	0.3915%	\$2,915,679
.Brunswick County, Virginia	16,231	0.1902%	\$1,416,092
.Buchanan County, Virginia	21,004	0.2461%	\$1,832,518
.Buckingham County, Virginia	17,148	0.2009%	\$1,496,097
.Campbell County, Virginia	54,885	0.6430%	\$4,788,505
.Caroline County, Virginia	30,725	0.3600%	\$2,680,638
.Carroll County, Virginia	29,791	0.3490%	\$2,599,150
.Charles City County, Virginia	6,963	0.0816%	\$607,495
.Charlotte County, Virginia	11,880	0.1392%	\$1,036,484
.Chesterfield County, Virginia	352,802	4.1333%	\$30,780,614
.Clarke County, Virginia	14,619	0.1713%	\$1,275,451
.Craig County, Virginia	5,131	0.0601%	\$447,660
.Culpeper County, Virginia	52,605	0.6163%	\$4,589,583
.Cumberland County, Virginia	9,932	0.1164%	\$866,529
.Dickenson County, Virginia	14,318	0.1677%	\$1,249,190
.Dinwiddie County, Virginia	28,544	0.3344%	\$2,490,354
.Essex County, Virginia	10,953	0.1283%	\$955,607
.Fairfax County, Virginia	1,147,532	13.4442%	N/A
.Fauquier County, Virginia	71,222	0.8344%	\$6,213,845
.Floyd County, Virginia	15,749	0.1845%	\$1,374,040
.Fluvanna County, Virginia	27,270	0.3195%	\$2,379,202
.Franklin County, Virginia	56,042	0.6566%	\$4,889,448

.Frederick County, Virginia	89,313	1.0464%	\$7,792,215
.Giles County, Virginia	16,720	0.1959%	\$1,458,756
.Gloucester County, Virginia	37,348	0.4376%	\$3,258,469
.Goochland County, Virginia	23,753	0.2783%	\$2,072,358
.Grayson County, Virginia	15,550	0.1822%	\$1,356,678
.Greene County, Virginia	19,819	0.2322%	\$1,729,131
.Greensville County, Virginia	11,336	0.1328%	\$989,022
.Halifax County, Virginia	33,911	0.3973%	\$2,958,604
.Hanover County, Virginia	107,766	1.2626%	\$9,402,168
.Henrico County, Virginia	330,818	3.8758%	\$28,862,595
.Henry County, Virginia	50,557	0.5923%	\$4,410,903
.Highland County, Virginia	2,190	0.0257%	\$191,069
.Isle of Wight County, Virginia	37,109	0.4348%	\$3,237,617
.James City County, Virginia	76,523	0.8965%	\$6,676,337
.King and Queen County, Virginia	7,025	0.0823%	\$612,904
.King George County, Virginia	26,836	0.3144%	\$2,341,338
.King William County, Virginia	17,148	0.2009%	\$1,496,097
.Lancaster County, Virginia	10,603	0.1242%	\$925,071
.Lee County, Virginia	23,423	0.2744%	\$2,043,566
.Loudoun County, Virginia	413,538	4.8449%	\$36,079,596
.Louisa County, Virginia	37,591	0.4404%	\$3,279,670
.Lunenburg County, Virginia	12,196	0.1429%	\$1,064,054
.Madison County, Virginia	13,261	0.1554%	\$1,156,971
.Mathews County, Virginia	8,834	0.1035%	\$770,732
.Mecklenburg County, Virginia	30,587	0.3583%	\$2,668,598
.Middlesex County, Virginia	10,582	0.1240%	\$923,239
.Montgomery County, Virginia	98,535	1.1544%	\$8,596,799
.Nelson County, Virginia	14,930	0.1749%	\$1,302,585
.New Kent County, Virginia	23,091	0.2705%	\$2,014,601
.Northampton County, Virginia	11,710	0.1372%	\$1,021,652
.Northumberland County, Virginia	12,095	0.1417%	\$1,055,242
.Nottoway County, Virginia	15,232	0.1785%	\$1,328,933
.Orange County, Virginia	37,051	0.4341%	\$3,232,557
.Page County, Virginia	23,902	0.2800%	\$2,085,357
.Patrick County, Virginia	17,608	0.2063%	\$1,536,230
.Pittsylvania County, Virginia	60,354	0.7071%	\$5,265,654
.Powhatan County, Virginia	29,652	0.3474%	\$2,587,023
.Prince Edward County, Virginia	22,802	0.2671%	\$1,989,387
.Prince George County, Virginia	38,353	0.4493%	\$3,346,151
.Prince William County, Virginia	470,335	5.5103%	\$41,034,915
.Pulaski County, Virginia	34,027	0.3987%	\$2,968,725
.Rappahannock County, Virginia	7,370	0.0863%	\$643,004
.Richmond County, Virginia	9,023	0.1057%	\$787,222
.Roanoke County, Virginia	94,186	1.1035%	\$8,217,365

.Rockbridge County, Virginia	22,573	0.2645%	\$1,969,407
.Rockingham County, Virginia	81,948	0.9601%	\$7,149,647
.Russell County, Virginia	26,586	0.3115%	\$2,319,526
.Scott County, Virginia	21,566	0.2527%	\$1,881,550
.Shenandoah County, Virginia	43,616	0.5110%	\$3,805,328
.Smyth County, Virginia	30,104	0.3527%	\$2,626,458
.Southampton County, Virginia	17,631	0.2066%	\$1,538,237
.Spotsylvania County, Virginia	136,215	1.5959%	\$11,884,234
.Stafford County, Virginia	152,882	1.7911%	\$13,338,365
.Surry County, Virginia	6,422	0.0752%	\$560,295
.Sussex County, Virginia	11,159	0.1307%	\$973,580
.Tazewell County, Virginia	40,595	0.4756%	\$3,541,757
.Warren County, Virginia	40,164	0.4706%	\$3,504,154
.Washington County, Virginia	53,740	0.6296%	\$4,688,608
.Westmoreland County, Virginia	18,015	0.2111%	\$1,571,739
.Wise County, Virginia	37,383	0.4380%	\$3,261,523
.Wythe County, Virginia	28,684	0.3361%	\$2,502,568
.York County, Virginia	68,280	0.8000%	\$5,957,167
.Alexandria city, Virginia	159,428	1.8678%	\$13,909,478
.Bristol city, Virginia	16,762	0.1964%	\$1,462,420
.Buena Vista city, Virginia	6,478	0.0759%	\$565,181
.Charlottesville city, Virginia	47,266	0.5538%	\$4,123,776
.Chesapeake city, Virginia	244,835	2.8684%	\$21,360,910
.Colonial Heights city, Virginia	17,370	0.2035%	\$1,515,466
.Covington city, Virginia	5,538	0.0649%	\$483,169
.Danville city, Virginia	40,044	0.4691%	\$3,493,685
.Emporia city, Virginia	5,346	0.0626%	\$466,418
.Fairfax city, Virginia	24,019	0.2814%	\$2,095,565
.Falls Church city, Virginia	14,617	0.1712%	\$1,275,277
.Franklin city, Virginia	7,967	0.0933%	\$695,090
.Fredericksburg city, Virginia	29,036	0.3402%	\$2,533,279
.Galax city, Virginia	6,347	0.0744%	\$553,751
.Hampton city, Virginia	134,510	1.5759%	\$11,735,479
.Harrisonburg city, Virginia	53,016	0.6211%	\$4,625,442
.Hopewell city, Virginia	22,529	0.2639%	\$1,965,568
.Lexington city, Virginia	7,446	0.0872%	\$649,635
.Lynchburg city, Virginia	82,168	0.9627%	\$7,168,841
.Manassas city, Virginia	41,085	0.4813%	\$3,584,508
.Manassas Park city, Virginia	17,478	0.2048%	\$1,524,888
.Martinsville city, Virginia	12,554	0.1471%	\$1,095,288
.Newport News city, Virginia	179,225	2.0998%	\$15,636,690
.Norfolk city, Virginia	242,742	2.8439%	\$21,178,304
.Norton city, Virginia	3,981	0.0466%	\$347,327
.Petersburg city, Virginia	31,346	0.3672%	\$2,734,818

.Poquoson city, Virginia	12,271	0.1438%	\$1,070,597
.Portsmouth city, Virginia	94,398	1.1059%	\$8,235,862
.Radford city, Virginia	18,249	0.2138%	\$1,592,155
.Richmond city, Virginia	230,436	2.6997%	\$20,104,653
.Roanoke city, Virginia	99,143	1.1615%	\$8,649,844
.Salem city, Virginia	25,301	0.2964%	\$2,207,415
.Staunton city, Virginia	24,932	0.2921%	\$2,175,221
.Suffolk city, Virginia	92,108	1.0791%	\$8,036,068
.Virginia Beach city, Virginia	449,974	5.2718%	\$39,258,497
.Waynesboro city, Virginia	22,630	0.2651%	\$1,974,380
.Williamsburg city, Virginia	14,954	0.1752%	\$1,304,679
.Winchester city, Virginia	28,078	0.3290%	\$2,449,697
Total Funds Distributed (excludes Fairfax County)			\$644,573,383
Source: U.S. Census Bureau, Population Division			
Release Date: March 2020			

¹ **Note:** Percentages are displayed as rounded numbers, however, the distributions are calculated using the full values.

Appendix B - Guidance From U.S. Treasury

Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government

officials responsible for spending Fund payments.

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in

- connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

¹ The Guidance is available at: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

Appendix C - Frequently Asked Questions

The content below was provided by the US Department of the Treasury.

Coronavirus Relief Fund Frequently Asked Questions April 22, 2020

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Inspector General of the Department of the Treasury of amounts received from the Coronavirus Relief Fund (the “Fund”) that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Inspector General if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May governments retain assets purchased with these funds?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 4, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county’s borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to

the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax

requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

¹ The Guidance is available at: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

Appendix D - Certification for Use of Coronavirus Relief Fund

Note: Provided for reference only - download a fillable .pdf copy of this form from the Secretary of Finance's Website under "Recent News" at: <http://finance.virginia.gov/>

**CERTIFICATION for RECEIPT of
CORONAVIRUS RELIEF FUND PAYMENTS
by
INSERT NAME OF LOCAL GOVERNMENT**

We the undersigned represent insert name of local government (the locality), and we certify that:

1. we have the authority to request direct payment on behalf of the locality from the Commonwealth of Virginia of revenues from the Coronavirus Relief Fund (CRF) pursuant to section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. we understand that the Commonwealth of Virginia will rely on this certification as a material representation in making a direct payment to the locality.
3. the locality's proposed uses of the funds received as direct payment from the Commonwealth of Virginia under section 601(b) of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for the locality; and
 - c. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
4. any funds that are not expended or that will not be expended on necessary expenditures on or before December 30, 2020, by the locality or its grantee(s), must be returned to Commonwealth of Virginia no later than December 30, 2020, and that the Commonwealth of Virginia is entitled to invoke state aid intercept to recover any such unexpended funds that have not been returned to the Commonwealth within 30 days of December 30, 2020.
5. we understand that the locality will not receive continued funding beyond December 30, 2020, from any source to continue paying expenses or providing services that were initiated or previously supported from CRF funds prior to December 30, 2020.
6. funds received as a direct payment from the Commonwealth of Virginia pursuant to this certification must adhere to official federal guidance issued or to be issued regarding what constitutes a necessary expenditure.
7. any CRF funds expended by the locality or its grantee(s) in any manner that does not adhere to official federal guidance shall be returned to the Commonwealth of Virginia within 30 days of a finding that the expenditure is disallowed, and that the Commonwealth of Virginia is entitled to

invoke state aid intercept to recover any and all such funds that are not repaid within 30 days of a finding that the expenditure is disallowed.

8. as a condition of receiving the CRF funds pursuant to this certification, the locality shall retain documentation of all uses of the funds, including but not limited to payroll time records, invoices, and/or sales receipts. Such documentation shall be produced to the Commonwealth of Virginia upon request.
9. the locality must maintain proper accounting records to segregate these expenditures from those supported by other fund sources and that all such records will be subject to audit.
10. any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected revenue collections from taxes, fees, or any other revenue source.
11. any CRF funds received pursuant to this certification will not be used for expenditures for which the locality has received funds from any other emergency COVID-19 supplemental funding (whether state, federal, or private in nature) for that same expense nor may CRF funds be used for purposes of matching other federal funds unless specifically authorized by federal statute, regulation, or guideline.

For counties only

12. an equitable share of CRF funds received pursuant to this certification shall be shared with and granted to each town within its jurisdiction. Such grant(s) shall be used solely for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), that were not accounted for in the budget most recently approved as of March 27, 2020, and that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. The county issuing the grant is responsible for the ensuring compliance with the documentation requirements required by this certification and shall ensure that the use of the funds meets the requirements set forth in this certification.

We certify that we have read the above certification and our statements contained herein are true and correct to the best of our knowledge.

By: _____	By: _____	By: _____
Signature: _____	Signature: _____	Signature: _____
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

**FLUVANNA COUNTY BOARD OF SUPERVISORS
MEETING PACKAGE ATTACHMENTS**

Incl?	Item
<input checked="" type="checkbox"/>	Unassigned Fund Balance Report
<input checked="" type="checkbox"/>	BOS Contingency Balance Report
<input checked="" type="checkbox"/>	Capital Reserve Balances Memo
<input type="checkbox"/>	Fluvanna County Bank Balance and Investment Report
<input type="checkbox"/>	Building Inspections Report
<input type="checkbox"/>	VDOT Monthly Report & 2020 Resurfacing List
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	



COUNTY OF FLUVANNA

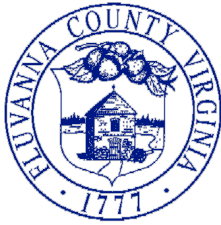
"Responsive & Responsible Government"

BOS2020-06-03 p.203/208
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: June 03, 2020
From: Liz McIver – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

FY19 Year End Audited Total Unassigned Fund Balance:	\$16,632,750
Unassigned Fund Balance – 12% Target Per Policy:	\$9,125,690
Unassigned Fund Balance – Excess Above Policy Target:	\$7,507,060
Less: FY19/FY20 Automatic Carryover – PARC – 07.01.19	-\$5,000
Less: FY20 ZXR Waterworks Operations Plan Development – 07.02.19	-\$53,250
Less: FY20 Water and Sewer Master Plan – 07.02.19	-\$235,570
Less: FY20 Fluvanna Rescue Ambulance CIP – 08.21.19	-\$190,000
Less: FY20 Support 56 Water Rescue Truck – 11.04.19	-\$83,000
Less: FY20 Self Contained Breathing Apparatus Funding – 11.04.19	-\$618,000
Less: FY20 Water Distribution System Optimization Study – 11.20.19	-\$22,366
Less: FY19-20 County Carryover Request – 12.4.19	-\$40,635
Less: FY19-20 Schools Carryover Request – 12.4.19	-\$250,000
Less: FY20 Self Contained Breathing Apparatus Funding – 03.18.20	-\$121,000
Less: FY20 ZXR Enterprise Fund Budget Additional Funding – 04.15.20	-\$500,000
Current FY20 Unassigned Fund Balance – Excess Above Policy Target:	\$5,388,239
Less: FY20 ZXR Water Project (Future Commitment - Pending Borrowing)	-\$1,750,000
Current FY20 Unassigned Fund Balance – Including Zion Crossroads	\$3,638,239



COUNTY OF FLUVANNA

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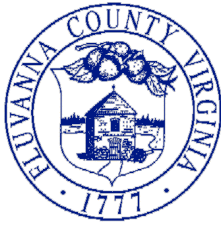
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MEMORANDUM

Date: June 03, 2020
From: Liz McIver – Management Analyst
To: Board of Supervisors
Subject: FY20 BOS Contingency Balance

The FY20 BOS Contingency line balance is as follows:

Beginning Budget:	\$211,744
Less: FY20 Purchase of TMP 51-A-130 – 08.07.19	-\$60,985
Less: FY20 Sheriff's Office Evidence Storage Building – 09.18.19	-\$28,500
Less: FY20 Convenience Center Budget Transfer – 01.22.20	-\$50,000
Less: FY20 Bank Franchise Tax Refund for BB&T - 04.01.15	-\$32,954
Available:	\$39,305



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MEMORANDUM

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www.fluvannacounty.org

Date: June 03, 2020
From: Liz McIver – Management Analyst
To: Board of Supervisors
Subject: FY20 Capital Reserve Balances

The FY20 Capital Reserve account balances are as follows:

County Capital Reserve:

FY20 Budget Allocation:	\$250,000
FY19 Carryover	\$86,389
Add: FY19 Closed CRM Projects 6/30/19	\$51,538
Total FY20 Budget:	\$387,927
Less: Skid Steer - 07.02.19	-\$3,500
Less: Library Roof Repair - 08.07.19	-\$12,000
Less: Energy Recovery Unit Repair – 08.21.19	-\$5,489
Less: Additional excavation & material for ADA Trail erosion repair – 10.16.19	-\$4,983
Less: John Deere Backhoe/Bobcat Mini Excavator Repair – 10.16.19	-\$14,000
Less: E911 UPS Battery Replacement – 11.06.19	-\$16,600
Less: Treasurer's Office Front Lobby Concrete Floor – 11.06.19	-\$18,663
Less: DSS Conference Room Pain & Carpet – 01.22.20	-\$4,370
Less: Geo-Thermal Water Pump Replacement – 01.22.20	-\$5,000
Less: Boiler Tube Replacement at Courts Building – 04.01.20	-\$6,808
Less: Safety Handrail for MAACA Sidewalk – 04.01.20	-\$4,000
Less: Treasurer's Office Roof Repair – 04.15.20	-\$27,400

FY20 Available:	\$265,114
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Schools Capital Reserve:

FY20 Budget Allocation:	\$250,000
FY19 Carryover	\$194,149
Total FY20 Budget:	\$444,149
Less: Bus Garage Fencing – 08.07.19	-\$18,500
Less: Flashing Speed Limit Sign – 08.07.19	-\$6,500
Less: Replace Diesel and Gas Pump – 08.07.19	-\$14,000
Less: FCCHS Turf Inspection and Leveling – 11.06.19	-\$9,800
Less: FCCHS Track Repair – 01.08.20	-\$4,425
Less: FCCHS Grinder Pump Replacement – 01.08.20	-\$12,014
Less: FCCHS Testing, Cleaning and Tuning of (3) Boilers – 02.19.20	-\$14,850
Less: Air Quality Testing at Abrams Academy – 02.19.20	-\$9,955
Less: Replace Fire Panel at Central Elementary – 05.20.20	-\$12,987
Less: Reseal Roof at Central Elementary – 05.20.20	-\$42,000
Less: SBO Generator – 05.20.20	-\$69,000
FY20 Available:	\$230,118