



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

May 4, 2016, at 4:00 pm

TAB	AGENDA ITEMS
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1 – CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE

2 – ADOPTION OF AGENDA

3 – COUNTY ADMINISTRATOR'S REPORT

4 – BOARD OF SUPERVISORS' UPDATES

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 – PUBLIC HEARING

None.

7 – ACTION MATTERS

- | | |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B | Agreement for the Hazard Mitigation Grant Program (HMGP) for the Acquisition of 4 Properties (Columbia) – Jason Stewart, Planning and Zoning Administrator |
| C | Establishment of the Economic Development and Tourism Advisory Council (EDTAC) – Jason Smith, Director of Community & Economic Development, and Aaron Spitzer, Interim Director of Parks & Recreation |
| D | Appointment to TJPDC Rural Transportation Advisory Council – Steve Nichols, County Administrator |
| E | E911 Radio Project: Utilizing Project Contingency Funds – Cheryl Elliott, Emergency Services Coordinator |
| F | Sheriff's Department Server Upgrade and IT Service Contract – Cyndi Toler, Purchasing Officer |

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

- | | |
|---|----------------------------------------------------------------------------------------------------------------------|
| G | State Water Resources Plan Briefing – Tammy D. Stephenson, Program Coordinator, Office of Water Supply, Virginia DEQ |
|---|----------------------------------------------------------------------------------------------------------------------|

9 – CONSENT AGENDA

- | | |
|---|--------------------------------------------------------------------------------------|
| H | Minutes of April 13, 2016—Kelly Belanger Harris, Clerk to the Board |
| I | Minutes of April 20, 2016—Kelly Belanger Harris, Clerk to the Board |
| J | Ratification of Purchase Action—Cyndi Toler, Purchasing Officer |
| K | E911 Tower Planning/E&S Fee Waiver – Cheryl Elliott, Emergency Services Coordinator |
| L | FY16 Department of Social Services Insurance Claim – Cyndi Toler, Purchasing Officer |

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

Fluvanna County...The heart of central Virginia and your gateway to the future!

*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.*

13 – CLOSED MEETING

TBD

14 – ADJOURN



Steven M. Nichols
2016.04.28 07:18:22
-04'00'

County Administrator Review

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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.

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 abusive language, excessive noise, or in any way incite persons to use such tactics. The Chairman and/or the County Administrator shall be the judge of such breaches, however, the Board may vote to overrule both.
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.

PUBLIC HEARING RULES OF PROCEDURE

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**

Meeting Date: May 04, 2016

AGENDA TITLE:	Agreement for the Hazard Mitigation Grant Program(HMGP) for the Acquisition of 4 Properties in the Town of Columbia				
MOTION(s):	I move to approve the contract titled “Agreement for the Hazard Mitigation Grant Program” between the Thomas Jefferson Planning District Commission and Fluvanna County per the terms of contract which specifies a term between February 29, 2016 to September 15, 2017 and \$9,975 be paid as part of the required 5 percent match to the Thomas Jefferson Planning District Commission upon invoice after the execution of the agreement.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		x			
STAFF CONTACT(S):	Steve Nichols, County Administrator, Jason Stewart, Planning & Zoning Administrator				
PRESENTER(S):	Jason Stewart, Planning & Zoning Administrator				
RECOMMENDATION:	Approval				
TIMING:	This agreement covers the period from February 29, 2016 to September 15, 2017 for activities carried out in accordance with the grant agreement with the Virginia Department of Emergency Management				
DISCUSSION:	<p>The grant managed by the Thomas Jefferson Planning District Commission will be used to acquire and demolish four substantially damaged structures and their associated parcels on Saint James Street in the Columbia area of Fluvanna County, to create a green space amenity for the community. The properties included in the project are:</p> <ul style="list-style-type: none"> • 344 St. James Street, Columbia, VA 22902 (Map numbers 54-A-1-74A and 54A-1-75) • St. James Street, Columbia, VA (Map number 54A-1-79) • St. James Street, Columbia, VA (Map numbers 54A-1-62 and 54A-1-62A) • St. James Street, Columbia, VA (Map numbers 54A-1-63 and 54A-1-63A) 				
FISCAL IMPACT:	Fluvanna County will provide the 5% match for the grant (\$9975) upon execution of the agreement.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Grant Agreement with the TJPDC, Grant Agreement between VDEM &TJPDC				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					x



COMMONWEALTH of VIRGINIA

Department of Emergency Management

JEFFREY D. STERN, Ph.D.
State Coordinator

CURTIS C. BROWN
Chief Deputy Coordinator

BRETT A. BURDICK
Deputy Coordinator

10501 Trade Court
Richmond, Virginia 23236-3713
(804) 897-6500
(TDD) 674-2417
FAX (804) 897-6506

Hazard Mitigation Grant Program

Grant Agreement
HMGP-4042-005

This Agreement is made as of this 29th day of February, 2016 by and between the Virginia Department of Emergency Management, hereinafter called "VDEM," and Thomas Jefferson Planning District Commission herein after called the "Sub-grantee."

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

(1) GENERAL PROVISIONS:

This Agreement is a sub-grant award of federal funds from VDEM to the sub-grantee. VDEM has received a grant from the Department of Homeland Security Federal Emergency Management Agency Hazard Mitigation Grant Program, Catalog of Federal Domestic Assistance Number 97.039. The sub-grantee shall implement the project as set forth in the grant Agreement documents. These documents consist of:

- (1) Executed Grant Agreement;
- (2) Scope of Work, Attachment A;
- (3) Project Budget, Attachment B;
- (4) Milestone Table, Attachment C; and
- (5) Grant Assistance Agreements and VDEM-FEMA General Terms and Conditions and Assurances; Attachment D.

State agencies acting as the sub-grantee shall report all federal funds received as part of this Agreement as federal pass-thru funds on their agency's Schedule of Federal Assistance.

Nothing in this Agreement shall be construed as authority for either party to make commitments, which will bind the other party beyond the Scope of Work contained herein. Furthermore, the sub-grantee shall assign, sublet, or subcontract any work related to this Agreement or any interest it may have herein with full compliance with federal and state procurement regulations. The schedule of service set forth in the Scope of Work and Milestone Table shall be deemed to have been consented to, as required by the preceding sentence, upon the execution of this Agreement by VDEM.

(2) SCOPE OF WORK:

The sub-grantee shall provide the service to VDEM set forth and summarized in the Scope of Work (Attachment A) and Milestone Table (Attachment C). All deliverables shall conform to accepted standards and practices. If there is any change in the original Scope of Work, a formal request must be made to VDEM for review and approval prior to implementing the change. These attachments are consistent with the original VDEM-FEMA (Federal Emergency Management Agency) grant project application. The sub-grantee shall provide VDEM with quarterly reports and a final report on the progress of work set forth in the Scope of Work. The quarterly reports and final report shall contain the following components: (1) a narrative describing in detail the progress of the sub-grantee in fulfilling the provisions of the Scope of Work; (2) Reimbursement Requests as needed that itemize the expenses incurred by the sub-grantee, including separate columns for the federal, state, and the sub-grantee's matching contribution to the total cost of services as reflected in the Project Budget-Attachment B; and (3) the schedule of specific project tasks with target completion dates and actual completion dates (Milestone Table – Attachment C). The first quarterly report is due to VDEM at the end of the first complete quarter following the award of the grant.

Reporting Period

January 1 – March 31

April 1 – June 30

July 1 – September 30

October 1 – December 31

Report Due to VDEM

no later than April 15

no later than July 15

no later than October 15

no later than January 15

(3) TIME OF PERFORMANCE:

The services of the sub-grantee shall begin on the date of sub-grantee's signature of this document and terminate on **9-15-2017** unless otherwise altered through provisions of this Agreement or extended by written authorization of VDEM. Requests for time of performance extension must be received in writing by VDEM within 75 days of termination date with reasons for requested time of performance extension and a revised Milestone Table – Attachment C. All time limits stated are of essence of this Agreement. All funds must be obligated no later than the project completion date. The final request for reimbursement must be received no later than 60 days after the completion date for the project.

(4) COMPENSATION:

The total grant award from VDEM is **\$199,500** provided through the Hazard Mitigation Grant Program, Disaster 4042, August 2011 Earthquake. FEMA shall provide funds for the project identified in the Scope of Work (Attachment A) totaling **\$149,625**. VDEM shall provide funds for the project identified in the Scope of Work (Attachment A) totaling **\$39,900**. The sub-grantee agrees to provide a match in the amount of **\$9,975**. The sub-grantee is aware of and shall comply with cost-sharing requirements of federal and state mitigation grant assistance; specifically that federal assistance is limited to 75% of eligible expenditures, state assistance (as reimbursed through the Virginia Department of Emergency Management) is limited to 20% of eligible costs, and the sub-grantee shall provide from the sub-grantee's funds 5% of eligible costs. The non-federal funds must be from a non-federal funding source and can be completely fulfilled by in-kind services as long as financial records document them as such.

VDEM shall release the grant award to the sub-grantee on a cost-reimbursement basis upon receipt and approval of the sub-grantee's quarterly and final reports and deliverables as required by this Agreement or at other times agreed to by VDEM. Any cost overruns incurred by the sub-grantee during the time of performance shall be the responsibility of the sub-grantee. The sub-grantee shall spend the funds according to the specified categories of the contract budget. The sub-grantee shall use mitigation grant funds solely for the purposes for which these funds are provided and as approved by FEMA and VDEM. General policies for determining allowable costs are established in 44 Code of Federal Regulations (CFR), Part 13.22 (included in Attachment D) and the appropriate OMB circulars that identify cost

principles for different kinds of organizations. Minor shifts of the funds among categories by the sub-grantee, not to exceed 10% of any budget line item are permissible, but in no case can the total expenditures exceed the amount provided by this contract. Shifts in funds exceeding 10% among budget line items must be approved in writing by VDEM.

(5) ASSISTANCE:

VDEM agrees upon request of the sub-grantee to furnish, or otherwise make available to the sub-grantee, copies of existing non-proprietary materials in the possession of VDEM that are reasonably related to the subject matter of this Agreement and are necessary to the sub-grantee for completion of its performance under this Agreement. VDEM Recovery and Mitigation Division staff will provide technical support to the sub-grantee and make periodic site visits to monitor progress.

(6) ACKNOWLEDGEMENTS:

The role of the Virginia Department of Emergency Management (VDEM) and the Federal Emergency Management Agency (FEMA) must be clearly stated in all press releases, news articles, requests for proposals, bid solicitations, and other documents describing this project, whether funded in whole or part.

Acknowledgement of financial assistance, with VDEM and FEMA logos, must be printed on all reports, studies, web sites, and other products (including map products) supported, in whole or in part, by this award or any sub-award. The sub-grantee is responsible for contacting VDEM staff in adequate time to obtain the logo in camera-ready or digital form. The final draft must be approved by VDEM staff prior to production. The acknowledgement should read as follows:

This report was funded by the Federal Emergency Management Agency through the Virginia Department of Emergency Management via grant Agreement number HMGP-4042-005 for \$199,500.

(7) CREATION OF INTELLECTUAL PROPERTY:

To the extent that the copyright to any copyrightable material created pursuant to this Agreement is owned by the sub-grantee and/or the sub-grantee is empowered to license its use, VDEM agrees to grant to the sub-grantee, and hereby does grant to the sub-grantee, a license to use the materials so owned for public, not-for-profit purpose within the territory of the Commonwealth and shall execute and deliver such further documents as the Commonwealth may reasonably request for the purpose of acknowledging or implementing such license.

A copyright notice shall be placed in an appropriate location on any copyrightable material being distributed or published. Such notice shall include (1) either the symbol "©", the word "Copyright", or the abbreviation "Copr."; (2) the year of first publication; and (3) the name of the copyright owner (the Commonwealth of Virginia). This information shall be followed by the words, "all rights reserved."

(8) STRUCTURAL MITIGATION REQUIREMENTS:

Specific requirements must be adhered to for structural mitigation projects such as structural relocation, property acquisition and demolition, and structural retrofitting or improvement as detailed in Attachment D. These requirements can include deed restrictions, operation and maintenance plans, and insurance requirements, as dictated by the specific grant and project requirements.

(9) BREACH AND TERMINATION:

In the event of breach by the sub-grantee of this Agreement, VDEM shall provide written notice to the sub-grantee specifying the manner in which the Agreement has been breached. If a notice of breach is given and the sub-grantee has not substantially corrected the breach within 60 days of receipt of the written notice, VDEM shall have the right to terminate the Agreement. The sub-grantee shall be paid for no service rendered or expense incurred after receipt of the notice of termination, except such fees and

expenses incurred prior to the effective date of termination that are necessary for curtailment of its work under the Agreement. Termination of this Agreement can occur as an effect of one of two results: First, as a result of the proper completion and closeout of this project. Second, termination may occur as a result of *Termination for Convenience* or other termination as allowed or required by 44 CFR for projects, which cannot be completed as described in the FEMA-approved grant project application and the Scope of Work – Attachment, herein. Communication of this decision and information related to the project termination will be provided to the sub-grantee in coordination with FEMA through registered mail.

IN WITNESS THEREOF the parties have caused this Agreement to be executed by the following duly authorized officials:

Sub-grantee:

By:



Date:

3/15/2016
Authorized Sub-grantee Signatory

Grantor:

Virginia Department of Emergency Management

By:



Date:

2-29-16
State Coordinating Officer

Attachment A
HMGP-4042-005
Project Scope of Work

Project Sponsor: Thomas Jefferson Planning District Commission

Project Title: TJPDC Town of Columbia Acquisition Project

Project Description from VDEM-FEMA HMGP application:

The grant will be used to acquire and demolish four substantially damaged structures and their associated parcels on Saint James Street in the Town of Columbia, while creating a green space amenity for the town.

The property included in this project is listed below.

- 344 St. James Street, Columbia, VA 22902 (Acquisition)
- St. James Street (54A 1 78B), Columbia, VA (Acquisition)
- St. James Street (54A 1 63), Columbia, VA (Acquisition)
- St. James Street (54A 1 62), Columbia, VA (Acquisition)

Attachment B
HMGP-4042-005
Project Budget

Project Awarded Budget – Funding Source HMGP:

Federal Project Funds – HMGP	\$149,625
State Funds	39,900
Local Match	9,975
Total Project Costs	\$199,500

Project Budget from VDEM-FEMA HMGP application:

<i>ACTIVITY</i>	<i>NUMBER</i>	<i>COST</i>	<i>TOTAL COST</i>
Pre-Award Elevation Certificate	4	\$250 per unit	\$1,000
Certified Real Estate Appraisal and Appraisal Review	4	\$2,750 per unit	\$11,000
Survey	4	\$800 per unit	\$3,200
Title Search/Closing Costs/Deed Preparation	4	\$1,950 per unit	\$7,800
Acquisition Costs	4	\$30,000 per unit	\$120,000
Utility Disconnection	4	\$1,000 per unit	\$4,000
Demolition/Erosion Control/Landfill Fee/Asbestos	4	\$8,000 per unit	\$32,000
Construction Management – Bid Docs, Inspections, Site Visits	4	\$2,000 per unit	\$8,000
Pre-Award Application Development Costs	1	\$3,000 per unit	\$3,000
Project Management	1	\$9,500 per unit	\$9,500
TOTAL ACQUISITION COSTS			\$199,500

Attachment C
HGMP-4042-005
Project Milestone Table

ACTIVITY	DAYS TO COMPLETE
Establish contract agreement and initiate project	15 days
Complete Environmental Review and potential MOU for historic mitigation	100 days
Complete Property Boundary Line Survey	90 days
Issue bid documents and procure contractors	90 days
Completion of Property Appraisals	40 days
Completion of Review Appraisals and Determination of Just Compensation	40 days
Negotiate Sale with Property Owners	40 days
Attorney Review and Write up a Contract for Sale	60 days
Transfer Title of 4 Properties	30 days
Demolition of 4 Primary Structures and Additional Out-Buildings	90 days
Completion of Final Grading and Site Restoration	45 days
Close out project	29 days
<i>TOTAL DAYS TO COMPLETE THIS PROJECT</i>	669 days

Attachment D
Administrative Requirements and Guidance

Federal Administration and Guidance Documents:

OMB Circular A-133 AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

44 CFR 13 UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

44 CFR Part 201 MITIGATION PLANNING [FMA, PDM, and HMGP planning projects only]

44 CFR Part 206 – Subpart N – HAZARD MITIGATION GRANT PROGRAM

CATEX documentation (where required)

Structural Mitigation Project Requirements (where required)

AGREEMENT FOR THE HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR THE ACQUISITION OF 4 PROPERTIES (COLUMBIA)

PURPOSE OF AGREEMENT:

The purpose of this agreement is to identify the responsibilities and payment terms for the tasks required for the Federal Emergency Management Agency (FEMA) Grant for the TJPDC Columbia Acquisition Project.

PARTIES TO AGREEMENT:

Thomas Jefferson Planning District Commission (TJPDC)
Chip Boyles, Executive Director
401 E. Water Street/PO Box 1505
Charlottesville, VA 22902-1505
Telephone: 434-979-7310 ext 110
E-mail: cboyles@tjpd.org

County of Fluvanna (the County)
Steve Nichols, County Administrator
132 Main Street /P.O. Box 540
Palmyra VA 22963
Telephone: (434) 591-1910
E-mail: snichols@co.fluvanna.va.us

PERIOD OF AGREEMENT:

This agreement covers the period from February 29, 2016 to September 15, 2017 for activities carried out in accordance with the Grant Agreement HMGP-4042-005 with the Virginia Department of Emergency Management (VDEM), executed March 15, 2016, attached.

FUNDING:

Funding for the project consists of:

- \$149,625.00 in federal funds, provided by FEMA
- \$39,900.00 in state funds, provided by VDEM
- \$9,975 in local funds, provided by Fluvanna County (the County has assumed the commitment made by the former Town of Columbia at the time of application)

PROJECT DESCRIPTION

The grant will be used to acquire and demolish four substantially damaged structures and their associated parcels on Saint James Street in the Columbia area of Fluvanna County, to create a green space amenity for the community. The properties included in the project are:

- 344 St. James Street, Columbia, VA 22902 (Map numbers 54-A-1-74A and 54A-1-75)
- St. James Street, Columbia, VA (Map number 54A-1-79)
- St. James Street, Columbia, VA (Map numbers 54A-1-62 and 54A-1-62A)
- St. James Street, Columbia, VA (Map numbers 54A-1-63 and 54A-1-63A)

SCOPE OF WORK:

TJPDC prepared and submitted the application, including elevation certificates in 2013, and will carry out the required activities identified in the agreement between VDEM and TJPDC, using contractors procured through the project period:

1. Certified Real Estate Appraisal and Appraisal Review
2. Survey

3. Title Search/Closing Costs/Deed Preparation
4. Acquisition
5. Utility Disconnection
6. Demolition/Erosion Control/Disposal/Asbestos
7. Construction Management
8. Project Management

As the grantee in the application, TJPDC will file all necessary reports and reimbursement requests, and undertake all activities to close out the project.

Fluvanna County will:

- A. Provide the \$9,975 of local funds required for the 5% local match
- B. Receive the properties acquired under this grant, and assume all responsibilities for ownership upon transfer at closing
- C. Assist TJPDC in the process of acquisition by providing relevant data, assigning staff to make periodic site visits throughout the project period, and providing funds for acquisition, to be reimbursed after TJPDC receives payment from VDEM.

PAYMENT

Upon execution of this agreement, the Thomas Jefferson Planning District Commission (TJPDC) will submit an invoice to the County for the \$9,975 in local match.

For the acquisition of properties, Fluvanna County will provide funds at closing to acquire the properties. TJPDC will reimburse the County upon receipt of payment from VDEM.

Accepted by:

County of Fluvanna

By: _____
Steve Nichols, County Administrator

Date

Thomas Jefferson Planning District Commission (TJPDC)

By: _____
Chip Boyles II, Executive Director

Date

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

Meeting Date: May 4, 2016

AGENDA TITLE:	Economic Development and Tourism Advisory Council (EDTAC) Charter				
MOTION(s):	I move that the Board of Supervisors approve the proposed charter and structure for the Economic Development and Tourism Advisory Council (EDTAC) to be effective immediately.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Jason Smith - Community & Economic Development Director and Aaron Spitzer - Parks and Recreation Director				
PRESENTER(S):	Jason Smith and Aaron Spitzer				
RECOMMENDATION:	Approve				
TIMING:	Current				
DISCUSSION:	The purpose of EDTAC is to advise, assist and support along with advocate for suitable economic development and tourism policies, programs and activities.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	EDTAC charter.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CHARTER Fluvanna County Economic Development and Tourism Advisory Council (EDTAC)

Approved:
Draft

1. Purpose.

a. The purpose of the Economic Development and Tourism Advisory Council (EDTAC) is to advise, assist, support, and advocate for suitable economic development and tourism policies, programs, and activities.

b. The council helps maintain a County-wide perspective in support of a diversified economy, employment creation, higher paying jobs, and an expanded revenue base for local government services, while preserving and protecting the County's rural and agricultural character, heritage and cultural resources, and tourism opportunities.

2. Tasks / Responsibilities. In collaboration with County staff, the EDTAC works to:

a. Promote Fluvanna County as both an ideal business location and an affordable tourist destination.

b. Create a unique awareness of Fluvanna County through branding to increase business interest and leisure travel.

c. Enhance communication with the business community and support business retention, expansion, and community marketing.

d. Reduce barriers to business development and assist in maintaining a supportive business environment.

e. Seek potential resources and partnerships to support economic development, including with public and private organizations involved in economic and tourism development.

f. Identify regional economic development and tourism collaboration opportunities.

g. Assist in developing tourism promotions and marketing efforts.

h. Increase the number of special events and revenue producing activities at Pleasant Grove Park and at other venues in the County.

i. Review other business- and tourism-related matters and issues referred to the EDTAC for study.

3. Council Membership

a. Comprised of up to 12 voting members, with the citizen and business representatives being appointed by the Board of Supervisors.

(1) Five Citizen Members (One from each Election District)

(2) Two Local Business Members

(3) One Economic Development Authority Representative

(4) One Chamber of Commerce Board Representative

(5) One Fluvanna Historical Society Representative

(6) Director of Community & Economic Development

(7) Director of Parks & Recreation

b. The Board of Supervisors will also appoint a Supervisor as a non-voting liaison to the Council.

c. Appointed member terms shall be three years or the remainder of a predecessor's term, and members shall be eligible for reappointment.

4. Member Skills Desired

a. Ability to make proactive, positive contributions to enhance business and tourism in the county.

b. Ability to assist in the conceptualization, development, and prioritization of economic development and tourism support projects.

c. Skills in the principles of modern advertising and marketing, including the use of web-based information and the use of social media, such as Facebook, Twitter, YouTube, and others.

d. Skills in creation and development of marketing materials to support Council and County business and tourism goals.

e. Knowledge of use of analytics and tracking the performance of the website and search engine optimization.

5. Organizational Structure

- a. Officers: The Board will have a Chair, Vice Chair, and Secretary who are elected for one-year terms by the membership.
- b. Officers shall be elected by simple majority of appointed members and shall be eligible for reappointment for not more than three consecutive terms of office.
- c. Elections will be held annually at the first meeting of the year.
- d. Duties of officers shall be those commonly ascribed to these offices.

6. Procedural Rules

a. Bylaws

- (1) The Council will adopt a set of written bylaws at the organizational meeting of the Council. The bylaws govern Council operations.
- (2) Adoption of initial bylaws, or subsequent changes thereto, shall require approval by two-thirds of the Council membership.
- (3) Proposed initial bylaws and subsequent change recommendations shall be submitted to the County Administrator for consideration and approval by the Board of Supervisors.

b. Meetings

- (1) Public meetings are generally scheduled for the second Monday of each month at 6:00 pm, following the meetings of the Economic Development Authority.
- (2) Meetings will be advertised via the County website. Special meetings may be called by the Chair with the consent of a majority of appointed members, and with 72-hour notice to all members and the posting on the County website.
- (3) A quorum shall consist of a simple majority of appointed members.

c. Minutes: Minutes of each meeting will be prepared by the Secretary, and following adoption by the Council, shall be posted on the County website.

d. Recommendations and Reports: Council reports and action recommendations will be submitted in writing to the County Administrator for consideration by the Board of Supervisors on a regular meeting agenda. Documentation will include background information and justification for any recommended actions.

7. Parliamentary Authority

- a. Except as otherwise provided in its Bylaws, the Council shall be governed in its proceedings by the current edition of Robert's Rules of Order, Newly Revised.
- b. Decisions will commonly be made by consensus. A formal vote shall be taken when a decision is required for policy recommendations and action items, or if the decision requires referral to the Board of Supervisors for formal approval.

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

Meeting Date: May 4, 2016

AGENDA TITLE:	Appointment to TJPDC Rural Transportation Advisory Council				
MOTION(s):	I move to appoint Jason Stewart, Planning and Zoning Administrator , replacing Bobby Popowicz, to the TJPDC Rural Transportation Advisory Council, effective immediately.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Mr. Steve Nichols				
PRESENTER(S):	Mr. Steve Nichols				
RECOMMENDATION:	Approval				
TIMING:	Normal				
DISCUSSION:					
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

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

Meeting Date: May 4, 2016

AGENDA TITLE:	E911 Radio Project: Utilizing Project Contingency Funds				
MOTION(s):	<p>I move the Board of Supervisors approve the renovation budget for the E911 Dispatch Center, not to exceed \$98,000 with funds from the E911 Project contingency.</p> <p>I move to issue a Purchase order to Unicom in the amount of \$64,059.20 for the purchase of Dispatch furniture for the E911 Center with funds from the E911 Project contingency, and further authorize the County Administrator to execute the Purchase order.</p>				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Cheryl J. Elliott, Emergency Services Coordinator; Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cheryl J. Elliott, Emergency Services Coordinator				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	<p>It is difficult at this point to definitively anticipate all the additional needs for contingency funds for the remaining timeframe of the radio project.</p> <p>As part of the radio project, the E911 center is getting a much needed update to accommodate the new equipment coming in the contract. We requested the dispatch equipment to be available at the beginning of the project (instead of after the system is installed, as is more typical) because the current dispatch equipment is "end of life" and "end of service." New Furniture is one part of this update. Specific Dispatch furniture is required due to equipment and employee needs.</p> <p>Motorola did a pre-audit of their environmental standards for their equipment. Fluvanna's dispatch center failed on 70% of the items checked in this audit, with most failures relating to improper grounding. Many of these items will be addressed when the new equipment is installed. If we choose <u>not</u> to fix the rest of the items, it will not invalidate the Motorola warranties. However, if an unrepaired item causes an equipment failure, the warranty will not cover it. So it behooves us to make corrections and updates to protect our \$7M investment.</p> <p>The change order for the two new towers will be presented to BOS on May 18 meeting. We anticipate additional funds to be needed for equipment (additional antennas and radios); R56 audit repairs not addressed by the new equipment installation; and frequency acquisition and licensing. As these items become firm,</p>				

	the Board will be presented with additional change order requests.				
FISCAL IMPACT:	Cost of project budgeted from prior years with ~\$7.0M available. After deducting consulting fees, RFP development and the radio contract, \$286,859 is currently remaining in the project’s contingency funds. After this renovation costing ~\$95,083, the contingency funds available equal \$191,775.73.				
	E911 Center Renovation				\$95,083.20
	Replace worn floor tiles				4,169.00
	Replace lighting with LED w remote dimmers				5,250.00
	Repainting				2,995.00
	Electrical rework of circuits for temp space				2,110.00
	Vendor Cost to relocate temp space (T&M)*				8,000.00
	Vendor Cost to move back (T&M)*				3,500.00
	R56 repairs from Audit (not covered by contract)				??
	Dispatch furniture				64,059.20
Dispatch chairs				5,000.00	
POLICY IMPACT:	n/a				
LEGISLATIVE HISTORY:	n/a				
ENCLOSURES:	Furniture Quote				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		XX	XX		

To:
FLUVANNA COUNTY
160 COMMONS BOULEVARD
Palmyra
VA 22963 USA

Reference No:
Proposal No:
Govt. Contract # : 4400003839
Ship Via: GROUND
CUSTOMER #: 20084815

Quotation #: QUT5167417
Date: 22-APR-2016
Sales Rep.: MAGGIE THOMPSON
Phone: 703/502-2937
maggie.thompson@unicomgov.com

****ALERT** if you need a new EFT form completed, please contact your billing representative, identified on the bottom right.
Please contact your sales representative for more information.**

LINE#	UNICOM P/N CLIN	Manufacturer Mfg P/N	Item Description Contract Vehicle	Unit Price	Quantity	Extended Price
001	808878	RUSS BASSETT	LARGE CORNER WORKSTATION-SIT-STAND -12"H SLATWALL	\$6,859.80	4	\$27,439.20
		DSS-371-LC	4400003839			
002	808921	RUSS BASSETT	VENTED FRONT DOOR FOR LARGE SIT-STAND - W/LOCK	\$308.40	4	\$1,233.60
		DSS-FD-LG-V-LK	4400003839			
003	809776	RUSS BASSETT	16" WIDE 2 DWR PEDESTAL FOR LARGE SIT-STAND-W/VENT	\$597.00	4	\$2,388.00
		DSS-PED-16L-V	4400003839			
004	809770	RUSS BASSETT	24"D SLIDE OUT SHELF FOR LARGE SIT-STAND W/16" PEDESTAL	\$205.20	4	\$820.80
		DSS-SO-24-16P	4400003839			
005	808900	RUSS BASSETT	24"D SLIDE OUT SHELF FOR LARGE SIT-STAND	\$229.20	4	\$916.80
		DSS-SO-24-L	4400003839			
006	808857	RUSS BASSETT	END PANEL FOR SIT-STAND LEFT	\$183.60	4	\$734.40
		DSS-EPL	4400003839			
007	808910	RUSS BASSETT	END PANEL FOR SIT-STAND RIGHT	\$183.60	4	\$734.40
		DSS-EPR	4400003839			
008	808858	RUSS BASSETT	FULLY ARTICULATING MONITOR ARM - WEIGHT RANGE 5-16 LBS	\$270.00	20	\$5,400.00
		DAC-MA-01-SW-S	4400003839			
009	808906	RUSS BASSETT	DIMMABLE LED TASK LIGHT - DOUBLE ARM, SLATWALL MOUNT	\$276.00	4	\$1,104.00
		DAC-LED-DA-SW	4400003839			
010	809777	RUSS BASSETT	CONVENIENCE OUTLET PLATE, 1 POWER OUTLET, 2 USB POWER, 4 DATA PORTS	\$195.00	4	\$780.00
		DAC-CO-1P2U4D	4400003839			

011	808919	RUSS BASSETT	USB KEYSTONE - COUPLER	\$36.00	48	\$1,728.00
		DAC-CO-USB	4400003839			
012	809772	RUSS BASSETT	FLEX WALL, 07D, 42L X 54H, EMPTY SIDE A, SLATWALL SIDE B	\$591.00	2	\$1,182.00
		FSW-07-4254-EMT-SW	4400003839			
013	809760	RUSS BASSETT	FLEX BACK PANEL, 42W X 54H, VENTED, POWDER, SQUARE	\$300.00	2	\$600.00
		FBP-4254-VPS	4400003839			
014	809773	RUSS BASSETT	FLEX DRAWER PEDESTAL, 30D X 18W, BOX/BOX/FILE, SQUARE, NO LOCK	\$348.00	2	\$696.00
		FPD-3018-BBF-S-N	4400003839			
015	809761	RUSS BASSETT	FLEX END CAP, FIXED HEIGHT, 7" WALL, 54"H, SQUARE	\$330.00	2	\$660.00
		FEC-FH-0754-S	4400003839			
016	809774	RUSS BASSETT	FLEX INSIDE ACCESS PANEL, FULL WIDTH, 24"W	\$108.00	2	\$216.00
		FAP-240	4400003839			
017	809762	RUSS BASSETT	WORK SURFACE, RECTANGLE, 30D X 84L, ENDURE	\$720.00	1	\$720.00
		FWS-FRE-3084-E	4400003839			
018	809775	RUSS BASSETT	FLEX OVERHEAD STORAGE, SINGLE SIDED, 42W, RECEDING DOOR	\$708.00	2	\$1,416.00
		FOH-SS-1642-RD-S	4400003839			
019	809190	RUSS BASSETT	DELIVERY AND INSTALLATION	\$15,290.00	1	\$15,290.00
		DC-23001-01	4400003839			

SUBTOTALS : \$64,059.20

TAX : \$0.00

TOTAL : \$64,059.20

***** ATTENTION CONTRACTING *****

Unless otherwise specified within this quote or agreed to by the Seller in writing, full payment for order is due within 30 days of receipt of equipment or services.
 Items marked **NSO** (Not Separately Orderable) may be considered a configurable option of an end product and end product country of origin would apply.

*** When purchasing any software or related services, your order is subject to your acceptance of any specific end user terms and conditions (to include licensing terms) required by the manufacturer.**

* The prices in this quote are valid for 30 calendar days following the Quotation date.

* This quote is only valid in its entirety and POs placed for partial items in a quote may be rejected.

* All orders are subject to availability.

* Any quotes containing items with Part Numbers SKU TBD or 000-000 are considered budgetary quotes with estimated prices, which are not binding. Please contact your Sales Representative for an updated and final quote before placing an order.

* Unless otherwise stated, pricing shown for maintenance/support requires payment in full within 30 days of the invoice date.

* All orders are subject to Return Policy: <http://shop.unicomgov.com/services/returnpolicy.aspx>

* Electronic and information technology (EIT) listed on this quotation shall be capable, at the time of its delivery, when used in accordance with the contractor's

associated documents, and other written information provided to the government, of providing comparable access to individuals with disabilities consistent with the terms and conditions applicable to this contract at the time of award, provided that any assistive technologies used with the listed EIT properly interoperates with it and other assistive technologies.

ACH or Electronic Funds Transfer (EFT)

Silicon Valley Bank
Santa Clara , CA
ABA/ROUTING # 121140399
ACCOUNT # 3301049480

Payment by Check

UNICOM Government, Inc.
2553 Dulles View Drive
Suite 100
Herndon , VA - 20171-5228

For questions related to ACH enrollment or EFT, please contact Jody Smithers

By FAX 703/463-5937
By Email jody.smithers@unicomgov.com

TO ENABLE FASTER DELIVERY, PLEASE INCLUDE THE FOLLOWING STATEMENT ON YOUR PURCHASE ORDER: "PARTIAL SHIPMENT AND PAYMENT AUTHORIZED". THIS ALLOWS US TO DROP SHIP ITEMS DIRECTLY TO THE SHIP TO LOCATION, AS WELL AS DELIVER THE ITEMS WE HAVE IN STOCK, AS SOON AS POSSIBLE.

Please reference the following on your purchase order:

Quote # QUT5167417

Contract # 4400003839

Payment Terms : Due in 30 Days
(Pending Credit Approval)

Duns #: 10793-9357
Tax ID #: 54-1248422
CAGE Code: 8Y261

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: 5/4/16

AGENDA TITLE:	Sherriff Department Server Upgrade and IT support				
MOTION(s):	I move to approve the contract between NWG and the county to install a server upgrade at a cost of \$62,502.66 and provide as needed IT services to the Sheriff's Department, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>As part of the FY2016 CIP, the Sheriff's department was given \$82,905 to spend on its server upgrade.</p> <p>The Sheriff's Department Servers are in desperate need up upgrade as most of the equipment is well beyond its useful lifespan. Of the 8 current servers 2 have already stopped working.</p> <p>The new Server recommended by NWG offers 1 Main server as well as several virtual servers giving us a level of redundancy we have not had in the past, and gives us room to expand our system to account for future needs.</p> <p>This also gives us a plan for Business Continuity and Disaster recovery which is vital in maintaining communications for public safety.</p>				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:					
ENCLOSURES:	Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	x	x	x		

**CONTRACT BETWEEN THE COUNTY OF FLUVANNA AND NWG SOLUTIONS,
LLC FOR SHERIFF'S OFFICE ON-CALL INFORMATION TECHNOLOGY
SERVICES AND SERVER UPGRADE AND INSTALLATION**

This Contract for **SHERIFF'S OFFICE ON-CALL INFORMATION TECHNOLOGY SERVICES AND SERVER UPGRADE AND INSTALLATION** (collectively with all exhibits hereto, the "Contract") dated this _____ day of _____, 2016 is between The **COUNTY OF FLUVANNA** (the "County"), a political subdivision of the Commonwealth of Virginia, and **NWG SOLUTIONS, LLC** ("Contractor"), a Virginia limited liability company, and is binding among and between these parties as of the date of the County's signature. The parties hereto agree as follows:

1. PURPOSE, EXHIBITS AND SCOPE OF WORK: The Contractor shall provide On-Call Information Technology Services from time to time for the Fluvanna County Sheriff's Office (the "Sheriff's Office") as needed by the County so as to meet or exceed the requirements of: (i) the Request for Proposals, Sheriff's Office On-Call Information Technology Services and Server Upgrade and Installation issued March 7, 2016, RFP Number 2016-03, (the "**RFP**"), which RFP is attached hereto as **Exhibit 1** and made a material part of this Contract; and (ii) the Contractor's Proposal in response to the RFP dated March 30, 2016 (the "Proposal"), which Proposal is attached hereto as **Exhibit 2** and made a material part of this Contract. The On-Call Information Technology Services, including, but not limited to, any labor, services, work, materials and other provisions related thereto and requirements of the RFP and Proposal related or applicable thereto are hereinafter collectively referred to as the "**On-Call Services**". The On-Call Services requirements and details are more specifically laid out in Article IV, Section B of the RFP and the Section entitled "On-Call Services" being pages 19-21 of the Proposal. **Nothing herein requires the County to purchase any On-Call Services; and any On-Call Services must be authorized in writing by the County in a proper Notice to Proceed as laid out specifically in the RFP.** Further, as laid out in the RFP, the County may award multiple contracts under the RFP and may use other contractors or persons of any kind for any On-Call Services.

The Contractor shall also provide the Sheriff's Office Server Upgrade and Installation so as to meet or exceed the requirements of: (i) the RFP; and (ii) the Proposal. The Sheriff's Office Server Upgrade and Installation, including, but not limited to, any labor, services, work, materials and other provisions related thereto and requirements of the RFP and Proposal related or applicable thereto are hereinafter collectively referred to as the "**Server Upgrade**". The Server Upgrade requirements and details are more specifically laid out in Article IV, Section A of the RFP and the Section entitled "Server Upgrade" being pages 7-18 of the Proposal. The Contractor shall provide all labor, services, products, peripherals and materials as required to deliver, install, and render operational the Sheriff's Office Server Upgrade, including all ancillary services and devices for the Sheriff's Office.

Collectively the On-Call Services and the Server Upgrade shall be referred to as the "Services". The Services must be furnished by Contractor in a good and workmanlike manner using the highest quality new materials, so as to pass without exception in the trade and so as to meet or exceed all applicable industry standards. The Services shall include at minimum three

(3) year warranty on all labor performed and on all materials used relating to or used to complete the Services. If the RFP or Proposal provide for a longer warranty period, then such shall prevail and bind the Contractor. In addition, any and all applicable manufacturer's warranties on materials used to complete the Services shall be delivered to and assigned to the County by the Contractor. All Services must conform to the requirements of the RFP, specifically, but not limited to Article IV, Sections A, B, C, D, E, F, G, H, I, J and K. All Services must further conform to the requirements of the Proposal.

3. OTHER REQUIREMENTS: In performing any Services under this Contract, in addition to all other requirements heretofore noted, the Contractor further agrees that:

- i. Contractor shall furnish all labor, equipment, materials, and services necessary for maintenance, trouble-shooting, repair and other On-Call Services needed by the County;
- ii. Contractor shall comply with applicable local, state and federal requirements while performing work;
- iii. Contractor shall replace or repair any defective installation or manufacturer's defect within three (3) years from County's acceptance of completed work on the Server Upgrade or any On-Call Services at no additional cost (a "warranty repair"). This shall apply to all Services performed by the Contractor under this Contract;
- iv. Contractor shall respond to emergency warranty repairs within one (1) hour; and shall respond to routine warranty repairs within twenty-four (24) hours. An emergency shall exist when so determined by the County in its sole discretion; and
- v. Contractor shall assure that all employees who will be performing the Services receive any required training necessary to perform the work and, if applicable, have any licensures, certifications or other prerequisite necessary or appropriate for completing the Services. The County reserves the right to review any Contractor training, licensure, or certification documentation upon request.
- vi. Contractor shall meet or exceed all Insurance Requirements of the RFP for the entire Term of this Contract, to include all renewals.

4. ESTIMATES AND NOTICE TO PROCEED FOR ON-CALL SERVICES: In addition to the requirements relating to estimates for On-Call Services and Notices to Proceed under the RFP (including, but not limited to, Article IV(B) and (C) of the RFP) the following additional provisions shall apply:

- i) Each County Notice to Proceed must cite the agreed upon timeframe to complete specified tasks and the total cost based on the County accepted project estimate (may be stated as a "not to exceed" dollar amount);
- ii) The Notice to Proceed must be signed by an authorized representative of the County to be valid and binding on the County;
- iii) The Contractor shall have no claim for compensation greater than the approved amount in the Notice to Proceed; and
- iv) A separate Notice to Proceed is required for each On-Call Services task.

5. **TERM OF CONTRACT:** The initial term of this Contract for On-Call Services shall be one (1) year beginning on the 5th day of May, 2016 at 12:01 a.m. and terminating on the 4th day of May, 2017 at 11:59 p.m. This Agreement may then be renewed at the County's option for four (4) additional one (1) year terms. Said renewal shall be automatic annually on May 5th of each year. Should the County desire not to automatically renew the Contract, then the County shall send the Contractor written notice of nonrenewal at least thirty (30) days' prior to termination of the current term. Term shall be defined to include the initial term and any renewals thereof until this Contract has ended by its terms or has been terminated. Notwithstanding any other provision of this Contract, the County is not required to purchase any On-Call Services from Contractor and the County may choose to purchase On-Call Services or similar services from any other person or entity at any time for any reason.

6. **ONE TIME SERVER UPGRADE:** Notwithstanding any other provision of this Contract or any attachment hereto, the Server Upgrade must be completed consistent with the terms of this Contract and to the sole reasonable satisfaction of the County within (eight) 8 weeks from the date this Contract is signed by the County (the "Deadline"). **Time being of the essence.** If the Server Upgrade is not complete by the Deadline the Contractor shall be material breach of this Contract and shall be in default hereunder. The provisions of Section 51 of the General Terms (as defined in Section 13 below) shall apply to such default by the Contractor.

7. **SYSTEM MONITORING AND MAINTENANCE OPTION:** The County may choose in its discretion to elect to purchase System Monitoring and Maintenance, or any portion of such services, as specifically laid out in the section entitled "System Monitoring and Maintenance" of the Proposal being pages 22-25 for the costs per month noted on page 22. Such shall be done by addendum hereto signed by both parties at any time during the Contract term. No charges for System Monitoring and Maintenance shall be incurred until the Completion Date for the Server Update as defined in Section 8.

8. **ONE TIME COSTS OF SERVER UPGRADE:**

Notwithstanding any cost provisions laid out in the Proposal, the County shall pay the Contractor the actual cost of labor and parts for the Server Upgrade as detailed below, up to no more than a not to exceed amount of FIFTY-EIGHT THOUSAND FIVE HUNDRED TWO AND 66/100 DOLLARS (\$58,502.66). Contractor hereby agrees to complete all work, services, and labor and provide all parts, software hardware and related items necessary for the Server Upgrade for the lesser of the actual costs of labor and parts (including applicable mark-up) as detailed below or the not to exceed amount of no more than FIFTY-EIGHT THOUSAND FIVE HUNDRED TWO AND 66/100 DOLLARS (\$58,502.66). The Contractor shall keep detailed records of all labor hours worked on the Server Upgrade (page 16-17 of the Proposal includes an estimate of labor costs). The cost of all labor for the Server Upgrade shall be \$135.00 per hour billed in quarter hour increments, with a minimum of a quarter hour billed. The cost of parts, being that software and hardware required for the Server Upgrade, including, but not limited to software and hardware, shall be the actual cost to the Contractor plus no more than a twenty-five percent (25%) mark-up. Detailed labor invoices with dates, hours worked, person providing work and work done shall be provided to the County. Detailed product invoices shall be provided to the County documenting the costs paid by Contractor for all the products being a part of the Server Upgrade. When the Contractor believes

the Server Upgrade is complete it shall so notify the County and shall send detailed invoices for the Sever Upgrade with the total cost of the Server Upgrade, which may be less than the specified not to exceed amount, as required hereunder. The County shall pay the actual labor costs up to a not to exceed amount of \$22,545.00 for the labor required for the Server Upgrade. The County shall pay the actual costs plus no more than a 25% mark-up for the products (hardware and software, etc.) required for the Server Upgrade up to a not to exceed amount of \$35,957.66. **The total cost of the Server Upgrade will be the lesser of: (i) the actual labor costs incurred plus the actual product costs, including applicable mark-up; and (ii) the cannot exceed amount of FIFTY-EIGHT THOUSAND FIVE HUNDRED TWO AND 66/100 DOLLARS (\$58,502.66).** Notwithstanding provisions to the contrary in the Proposal, all such payments shall be made in accordance with this paragraph and Section 47 "Payment" of the General Terms, defined below, and in no event shall Contractor be paid prior to the Completion Date, as defined below in Section IV. The date that all Server Upgrade is fully functional, installed, and in compliance with this Contract, the RFP and the Proposal to the satisfaction of the County is the "**Completion Date**".

The County is not purchasing the optional Ongoing Remote Server Support for one (1) year shown on page 18.

9. ONGOING MONTHLY SUBSCRIPTION SERVICES FOR DATTO MONTHLY SERVICE AND SUPPORT: The County elects to purchase the Ongoing Monthly Subscription Services for Datto Monthly Service and Support ("Datto Services") for a cost of \$1,103.79 per month to be invoiced monthly in arrears with Datto Services commencing on the Commencement Date. Such Datto Services shall begin on the later of the Completion Date or the date such Datto Services are fully functional (the Commencement Date"). The County shall be billed for such Datto Services from the Commencement Date until the earlier of the date the County notifies the Contractor it longer wishes to receive the Datto Services or the end of the Contract Term. Datto Services for any partial month shall be pro-rated. If Datto Services are unavailable or the system is down for any period including due to any system outage, then the monthly invoice for Datto Services shall be prorated so that the County is not charged for the outage or down time. Datto Services include any and all descriptions, representations and definitions related thereto appearing in the Section entitled "Server Upgrade" being pages 7-18 of the Proposal and in the Supporting Documentation of the Proposal. Notwithstanding provisions to the contrary in the Proposal, all such payments for Datto Services shall be made in accordance with is paragraph and Section 47 "Payment" of the General Terms, defined below, and in no event shall Contractor be paid prior to the Completion Date, as defined below in Section IV.

10. Business Continuity Planning: The County elects to purchase the Business Continuity Planning Upgrade for \$400.00 payable semi-annually during the Contract Term, which includes any renewals. Semi-annually the Contractor shall provide business continuity planning as described on page 10 and 18 of the Proposal and in the Supporting Documentation of the Proposal. The County shall be invoiced by the Contractor only after all testing and inspections related to the Business Continuity Plan Upgrade are completed and the written Business Continuity Planning Upgrade, outlining testing completed, functionality, and suggested refinement and implementation of said refinement is delivered to the County and accepted by the County as final and complete in its sole discretion ("Business Plan Completion Date"). The

County may elect not to continue to purchase the Business Continuity Planning Upgrade at any time upon written notice to the Contractor in which case the semi-annual fee shall terminate immediately. Notwithstanding provisions to the contrary in the Proposal, all such payments for Business Continuity Planning Upgrades shall be made in accordance with is paragraph and Section 47 “Payment” of the General Terms, defined below, and in no event shall Contractor be paid prior to the Business Plan Completion Date, as defined supra.

11. PRICING for On-Call Services:

Except as specifically modified by this Contract, the County shall pay the Contractor for all On-Call Services based on either Option 1, being page 21 of the Proposal or Option 2, being page 22 of the Proposal, at the County’s sole discretion during the Contract Term. Initially the County chooses to be billed in accordance with Option 2 – Block Time. Upon notice to the Contractor in writing, the County may elect to be billed under Option 1 – Time and Materials at any time. During the term, the County may elect between Option 1 or Option 2 from time to time upon written notice to the Contractor. Any amounts paid for Block Time not used shall be immediately refunded to the County at the earlier of termination of the Contract or the County’s election to be billed under Option 1.

Option 2 – Block Time is expressly modified as follows:

- i. On-Call Services completed during normal business hours being 7 a.m. to 6 p.m. local standard time shall be billed in blocks as follows:
 - a) Upon the first occurrence of any Notice to Proceed for work to be completed which work can be completed remotely, the Contractor shall submit an invoice to the County for a “Remote 20-hour Block” at \$115.00 per hour for a total of \$2,300.00. A Remote 20-hour Block provides the County with twenty (20) hours of On-Call Services that can be completed remotely.
 - b) Upon the first occurrence of any Notice to Proceed for work to be completed which work can only be completed on-site, the Contractor shall submit an invoice to the County for a “On-Site 20-hour Block” at \$125.00 per hour for a total of \$2,500.00. An On-Site 20-hour Block provides the County with twenty (20) hours of On-Call Services that must be completed on-site at the Sheriff’s Office.
- ii. On-Call Services that are required by the County in writing to be completed after hours, overnight or on holidays (defined to be federally recognized holidays only) shall be billed in block as follows: Upon the first occurrence of any Notice to Proceed for work to be completed which work can only be completed on-site and after hours, overnight or on a holiday, the Contractor shall submit an invoice to the County for a “Emergency 5-hour Block” at \$185.00 per hour for a total of \$925.00. An Emergency Block provides the County with five (5) hours of On-Call Services that must be completed on-site at the Sheriff’s Office after hours, overnight or on holidays.
- iii. Remote 20-hour Block, On-Site 20-hour Block and Emergency 5-hour Block shall be collectively referred to as “Blocks” with each being a “Block”.

- iv. The County shall only be billed initially for each Block upon the issuance of the first notice to proceed for each type of Block.
- v. The County shall be provided with detailed monthly statements of the labor provided relating to On-Call Services including, the time, date, person providing services and work completed, relating to each Block, including the amount of time remaining in each Block, if any. The hours remaining in the Blocks for the County's use can only be reduced by labor that is properly documented by a detailed invoice provided by Contractor as required hereunder and for labor for On-Call Services that is consistent with all requirements of this Contract
- vi. By purchasing a Block, the County receives at minimum the number of hours of labor stated herein.
- vii. For all labor provided time shall be billable in fifteen (15) minutes increments. The minimum charge for on-site On-Call Services shall be one (1) hour. The minimum charge for remote services shall be fifteen (15) minutes.
- viii. When On-Call Services billable to any Block because that Block to expire (i.e. that Block goes into negative time remaining), then the County shall be invoiced for another Block of that type by the Contractor.

Notwithstanding the foregoing, any work under this Contract to be completed at emergency/after hours/night/weekend rates must be specifically approved in advance by the County in the applicable Notice to Proceed signed by the County. Unless specifically indicated otherwise in a Notice to Proceed, it is understood that all Services under this Contract are to be completed during regular business hours. Any night/weekend work not approved by the County in the Notice to proceed in advance with specific reference shall be billed to the County at the standard rates.

All On-Call Repair Services work shall be billable to the County in increments of a quarter of an hour. The minimum charge shall be a quarter of an hour for remote services; and an hour for on-site services. Pursuant to the RFP, the Contractor cannot charge for travel time, lunch or other non-working time.

Any materials, parts, or other reimbursable items for the On-Call Services shall be invoiced at cost without mark-up of any kind. The County may choose to purchase such parts from Contractor or may purchase them from any other person or entity. Nothing obligates the County to purchase any parts, software, hardware or other item relating to the On-Call Services from the Contractor.

Any payments shall be made in accordance with this Section and Section 47 "Payment" of the General Terms, defined below in Section 13, and in no event shall Contractor be paid prior to the On-Call Completion Date of any one project under a Notice to Proceed. The date that all Services and work related to or necessary for completion of any On-Call Services task under any one Notice to Proceed is installed, operational and in full compliance with this Contract, to the sole satisfaction of the County is the "On -Call **Completion Date**".

Notwithstanding any of the foregoing, the cost of any Services under a Notice to Proceed shall not exceed any not to exceed amount set out in such Notice to Proceed. The Contractor agrees to complete the Services under any Notice to Proceed with a not to exceed cost for the not to exceed amount set out therein.

12. NOTICES: 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:

ATTN: Ms. Cyndi Toler
County of Fluvanna
P.O. Box 540
Palmyra, VA 22963
Telephone: (434) 591-1930
Facsimile: (434) 591-1911
Email: ctoler@fluvanna.org

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

Contractor:
NWG Solutions, LLC
913 E. Market Street
Charlottesville, VA 22963
Telephone: (434) 979-0555

13. ADDITIONAL TERMS:

The County of Fluvanna General Terms, Conditions and Instructions to Bidders and Contractors (the "General Terms") are attached hereto as pages 16 to 43 of the RFP and incorporated herein by reference and made a material part of this Contract. Where any of the provisions of the General Terms, RFP or Proposal conflicts with any of the provisions of this Contract, this Contract shall control.

The parties hereto understand and agree that nothing herein shall obligate the County to purchase any Services from the Contractor and that the County intends to have similar contracts for on-call electrical services with other contractors and to purchase electrical services from other contractors and sources. During the Term, the Contractor agrees to provide any Services requested of it under a Notice to proceed issued by the County.

The Contractor agrees to enter into a Business Associate and Confidentiality Agreement for the sole protection and benefit of the County prior to the Contractor having access to any systems, data or information of the County. The Contractor agrees to

provides an appropriate Business Associate and Confidentiality Agreement to the County. The Business Associate and Confidentiality Agreement must be satisfactory to the County and its attorney in the County's sole discretion. Such Business Associate and Confidentiality Agreement must be executed by both parties hereto prior to Contractor beginning work and upon execution will become a material part of this Contract. If the County does not approve the Business Associate and Confidentiality Agreement in its sole discretion, then this Contract shall be immediately null and void and no amounts of any kind shall be due or owing to the Contractor.

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

Contractor:
NWG Solutions, LLC

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

By: _____ Date: _____ By: _____ Date: _____

Name: _____ Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM:

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

Exhibit 1
RFP

COUNTY OF FLUVANNA, VIRGINIA
REQUEST FOR PROPOSALS

Sherriff's Office On-Call Information Technology Services and Server Upgrade and Installation

Issue Date: March 7, 2016

Due Date & Time: March 31, 2016 @ 2:00 p.m. local prevailing time

RFP Number: 2016 – 3

Issuing Department: County of Fluvanna, VA
Finance Department
132 Main Street
P.O. Box 540
Palmyra, VA 22963

Procurement Contact: Cyndi Toler
Purchasing Officer
Phone: 434-591-1930 ext. 1124
Email: ctoler@fluvannacounty.org

Technical Inquiries: Cyndi Toler
Purchasing Officer
Phone: 434-591-1930 ext. 1124
Email: ctoler@fluvannacounty.org

The Fluvanna County Board of Supervisors (hereinafter the "County") is requesting sealed proposals from qualified Contractors to provide On-Call as-needed information technology ("IT") services, including regular maintenance, and to provide server upgrade and installation services for the Fluvanna County Sheriff's Office. The firm shall have the necessary expertise to perform such services as described within this solicitation. This solicitation shall be referred to as the "RFP".

Sealed Proposals will be received until 2:00 p.m. local prevailing time on the 31st day of March, 2016 for furnishing the services described herein.

Proposal documents may be picked up at the Fluvanna County Department of Finance located at 132 Main Street, 1st floor, Palmyra, VA 22963 or by clicking on the following link: <http://www.fluvannacounty.org/services/finance/procurement/solicitations>. All Proposals that are delivered via mail must be addressed to the "Issuing Department" listed above. Any Proposals that are hand delivered must be turned into the "Issuing Department" listed above. Any Proposals that are turned in late will be rejected and returned unopened. Any Proposals sent in via facsimile, telephone, or email shall not be considered.

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I. Purpose

The County is seeking competitively sealed Proposals from qualified Contractors for on-call as needed general IT services, including regular maintenance (the “On-Call Services”) for the Fluvanna County Sheriff’s Office (the “Sheriff’s Office”) as well as a flat fee price for upgrade of the Sheriff’s Office’s servers including data migration and all labor and materials, and other work or items related thereto (the “Server Upgrade”), as such On-Call Services and Server Upgrade are more specifically described herein. The initial term of the Contract for On-Call services shall be for one (1) year, with the option to renew for four (4) additional one-year terms in the County’s sole direction. The On-Call Services shall cover the current system utilized by the Sheriff’s Office as well as the system after any Server Upgrade, should the County desire to purchase Server Upgrade Services. Any contract(s) resulting from this RFP shall be between the Contractor, the County, and the Fluvanna County Sheriff’s Office. Collectively the On-Call Services and the Server Upgrade shall be referred to herein as “Services”.

II. Background

The needs of the Sheriff’s Office are multifaceted. The Sheriff’s Office functions as the County’s primary law enforcement agency, 911/Emergency Communications Center, and Emergency Operations Center. A sound IT infrastructure is especially critical because the IT systems at the Sheriff’s Office must be operational and fully functional at all times (twenty-four hours a day, seven days a week).

The current server infrastructure for the Sheriff’s Office is briefly described in Exhibit 1 hereto, which is incorporated herein by reference and made a material part of this agreement. All Offerors are required to make their own inspection of the current system of the Sheriff’s Office and the County shall not be held responsible for any errors or omissions contained herein relating to the description of the server infrastructure and other system(s) at the Sheriff’s Office.

III. Site Inspection and Miscellaneous

All potential offerors MUST attend a mandatory pre-offer conference at the Sheriff’s Office, 160 Commons Blvd. Palmyra, Virginia 22963, on the 17th day of March, 2016 at 10 a.m., where the contractors will be allowed to inspect and analyze the current environment and collect further data in determination of their ability to perform the services required. Any Procurement and technical questions shall be directed to Cyndi Toler, Purchasing Officer at ctoler@fluvannacounty.org during the course of this solicitation. The Contractor shall be presumed to have made a reasonable inspection of the premises before the time of proposal submission and shall be held responsible for all information available through such inspections; and submission of a proposal will be a confirmation that the Contractor did make a site inspection and is aware of all conditions affecting performance and price(s) submitted. The County may determine in its sole discretion that a second mandatory pre-bid conference is necessary, the date and time of any such second mandatory pre-bid conference will be disclosed in an amendment to this RFP.

The County will not be responsible for any expenses incurred by a firm in preparing and submitting a Proposal. All Proposals shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. The contents of the Proposal submitted by the successful Proposer and this RFP, and any amendments thereto, will become part of any contract awarded as a result of this RFP. The successful firm will be expected to sign a contract with the County acceptable to the County in its sole discretion and such contract shall include an appropriate business associate agreement that properly protects the County and its data.

Proposers shall include a list of any subcontractors it may use in its Proposal, all subcontractors will also be required to enter into a business associate agreement acceptable to the County in its sole discretion to which the Proposer and the County are a party.

IV. Scope of Work

A. Server Upgrade:

1. Statement of Needs:

The County desires to establish a contractual relationship with Offeror(s) that has products and services best suited to meet the Sheriff's Office On-Call Services needs and for a Server Upgrade. Offerors should also be equipped to perform the seamless migration of data from the current System to the new one, facilitate the transition of the Sheriff's Office's operations to the new server System and provide training and other support services, if necessary. The Offeror must be prepared to coordinate with and educate the Sheriff's Office officers, staff and others who need to access or use the System. The System shall be broadly defined to include the Server Upgrade, server, hardware, software, technology infrastructure, support and equipment of any kind of the Sheriff's Office as proposed by the Offeror.

The Offeror must be able to update the System when changes are requested by the Sheriff's Office or required under applicable law, ordinance or regulation of any local, state or federal authority. The System should be easily adapted to the Sheriff Office's operation without requiring custom programming or new hardware (other than new servers) except as specifically laid out in the Offer's Proposal.

The Offeror shall be required to train the any person/s at the request of the Sheriff's Office and provide local support of the new System. The Offeror will also be required to provide ongoing technical support and documentation to implement System updates as they become available. The Offeror must assist in the process of technical migration and organizational changes involved in moving to the new System. The new System must have appropriate back-up and data security and protection mechanisms. The Offeror's Proposal should include any System back-up or data security and protection hardware, software, equipment and other practices it recommends for the System. This may include replacing, upgrading, modifying or using existing equipment and resources at the Sheriff's Offices, if available.

The chosen Offeror will coordinate data migration activities with the Sheriff's Office to minimize the disruption of normal operations. The chosen Offeror will perform all of the installation, data migration, implementation, and other related project work and effort for the Server Upgrade to a new System. Training and availability of Offeror personnel for user support must be planned to assure a smooth transition to a new System. The goal is not simply to acquire a new System, but to accomplish a successful transition with all work processes proceeding better, faster, and more reliably than with the current system. The Offeror should provide recommendations for staffing, facility upgrades, and overall schedule.

2. Server Infrastructure Requirements:

Contractors must submit a full written plan for updating and streamlining the Sheriff's Office's current servers and System to be included in any response to this RFP; and such shall include the costs of all products, services, labor, materials or other items being a part of, or required for, the server upgrade project (the server upgrade projects is broadly defined to include any work, services, training, materials, equipment, installation, products, data migration, or other item being a part of or related to the Sever Upgrade or System as defined under this RFP.

The Contractor is to provide all servers, hardware, software and related equipment and materials required to implement their Server Upgrade plan. Contractors are to deliver, install all necessary software and

hardware, lead the program and data migration to the new server platform and to provide all necessary service and support to implement the Server Upgrade. Any and all materials, products or items being a part of the Server Upgrade shall be in new condition and not refurbished or of a similar nature and shall come with the manufacturer's warranty which will be assigned to the County. The Contractor shall warrant all work relating to the Server Upgrade for a minimum period of two (2) years from the date of final completion (the date of final completion shall be the date all work is final on the Project is paid for, approved and accepted by the County in its sole discretion).

Requirements defined herein for the Server Upgrade are only general in nature and the County is relying on the Offerors to present a System that adequately meets the Sheriff's Office's needs as evidenced by the mandatory pre-bid conference. The System must provide a high level of flexibility in meeting the Sheriff's Office's varied current and future computing requirements.

3. Redundancy:

The new servers shall have built-in redundancy. This may be accomplished by redundancy built into the primary server through the use of RAID5 or better, redundant power supplies, Network Interface Cards, etc. The Proposal shall describe the built-in redundancies in detail.

4. Server and Hardware Requirements:

Proposals requiring replacement of any existing hardware must itemize the labor and material costs of installation, data migration, and support issues, such as licensing fees, annual maintenance fees, upgrade fees, and installation costs, problem determination, problem resolution, operator training, user training, administrator training, etc. All proposals must identify strategies, procedures, and expected recovery time for dealing with hard disk, motherboard, memory, and other server failures.

5. Remote Access for Technical Support:

The Sheriff's Office does allow remote access with appropriate security protocols.

6. System Security:

Preferences will be given to Systems that provide sufficient network security and password protections, etc. [If applicable, different and distinct levels of security must be provided for each user or class of user.] The system must provide security controls to prevent unauthorized use, access or modification of the System.

7. Flexibility:

The proposed System must be designed with the recognition that the Sheriff's Office's will have ever-changing requirements and will seek to continuously remain at the leading edge of technology. The System must also easily accommodate changes, addition, etc. as new technology becomes available.

8. Migration from Current Servers to New Servers:

The System implemented by the Server Upgrade must be able to utilize, access, store and effectively accommodate all accumulated data from the servers and system currently in place. All data, software and other items of any kind currently stored on the Sheriff's Office's servers must be seamlessly transferred to the new Servers as part of the Server Upgrade.

9. Documentation:

Specific elements of documentation, which must be available with the System, include operations and technical manuals (on-line only is adequate), and technical mapping of the Servers and how they interrelate.

10. On-Going Support

The Contractor will be responsible for providing on-going user and technical support for a period of at least One (1) year in a variety of areas for the Server Upgrade and matters relating thereto, including, but not limited to, data migration and the compatibility of the computers and other hardware with the new servers. The cost for this support shall be included in the fees for the Server Upgrade

11. Compatibility:

The Server Upgrade must be compatible with existing software, hardware, including computers, and System Requirements, except to the extent it is specifically disclosed in the plan provided by the Contractor with detailed information on the replacement or other systems necessary to make a fully functioning overall system for the County. The County's current hardware and software systems with which the Server Upgrade and resulting System must be compatible with, include, but are not limited to:

- a. Page Gate
 - i. Processor: Pentium 500 MHz or better
 - ii. Memory: 128 Mb of RAM
 - iii. Hard Drive: 50 Mb Hard Drive Free (for application and database)
 - iv. Connectivity: 300 baud or faster modem for dialup connections, serial cable for direct connections or a dedicated Internet connection
 - v. Operating System: Windows 2000, XP, 2003, Vista (x86)
- b. DaPro
 - i. Processor: Dual Intel Xeon E5-2600 or above at 2.5 ghz
 - ii. Memory: 9-32 GB DD3
 - iii. Hard Drive: 5 or more 200GB or greater SSD drives in RAID-5
 - iv. Software: SQL Server 2012
- c. Interact ICE Console
 - i. Minimal system needs
- d. MPH-900 Mobile Plate Hunter
 - i. SQL 2012
- e. BEAST (Porter Lee Corp)
 - i. Server with 2.7 GHz or higher processor
 - ii. Memory 8 Gig of Ram or Higher
 - iii. Hard Disk 1 Gig of available hard disk space (hard disk usage will vary depending on configuration; custom installation choices may require more or less hard disk space). With Raid 5 Configuration Recommended.
 - iv. Data Storage Minimum space suggested is 20 Gig. Actual needs will depend on size of agency and system configuration
 - v. Display Super VGA (1024x768) or higher – resolution monitor with 32 Bit Color.
 - vi. Operating System Windows 2008 Server or Later Operating system

12. Other needs:

- a. File storage for approximately 3TB of data (including static videos)
- b. Backup and disaster recovery solution
- c. AD Sync for Microsoft Hosted Exchange

- d. Future purchase of Body Camera estimated Virtual Server requirements
 - i. The VM should be dedicated to the application
 - ii. At least 1 processor minimum; 2 are recommended
 - iii. Minimum 4GB Ram
 - iv. 2 Virtual network cards
 - v. Storage
 1. C Drive > 60GB
 2. Other partitions are maxed out to 2TB or 5TB depending on Vmware software.

B. On-Call Services/IT Support Service Requirements: The County desires to receive proposals from providers of support, maintenance, and repair of computers, servers, network hardware and peripherals, and system software and hardware, and related services. The County intends to outsource certain work and tasks for the installation, servicing, maintenance, repair, and related activities for computer, server, and network hardware and peripherals, network administration and network management, and related IT services (the “On-Call Services”) at the Sheriff’s Office. The Contractor shall provide all labor, services supervision, equipment, tools, materials and incidentals required to complete and satisfactorily perform various On-Call Service, including regular maintenance, as identified by the Sheriff’s representative. Paramount will be the contractor’s ability to provide timely, expert on-demand IT On-Call Services. The On-Call Services include, but are not limited to, the following:

1. Ability to provide 24/7 local support;
2. Response time within 1 hour for an Emergency. An Emergency shall exist whenever the County so identifies the same in its sole discretion;
3. Ability to work closely with the Fluvanna County Sheriff (the “Sheriff”), and/or other authorized County representative, to coordinate service calls;
4. Accomplishing all the essential functions of the work under contract in a timely manner;
5. Responding to multiple simultaneous On-Call Service requests with pre-qualified technical service personnel within time frames set out in the written Notice to Proceed, as defined herein, and any contract entered into by the parties under this RFP;
6. Providing complete confidentiality and security for all computers, networks, data, hard drives and other computer media, and information owned or generated by the County or Sheriff’s Office or associated with the work performed hereunder, as more particularly set out in the written contract to be entered into by the parties;
7. Ability to install, configure, support, troubleshoot, and document network hardware and peripherals, computers and computer equipment and peripherals, operating systems, applications, and listed software utilized by the Sheriff’s Office. Installation shall include, where applicable, delivery, unloading, uncrating, assembling, setting in place, fastening to walls, floors, counters or other structures or fixtures where required, and the connection of all components of the system, plus all other related work including the final “burn in” of the system;
8. Ability to diagnose, troubleshoot, and repair server, network, domain, internet, computer hardware and peripheral equipment, such as personal computers, laptops, tablets, monitors, printers, scanners, keyboards, cameras, and other equipment; test and evaluate new hardware and software;
9. Ability to diagnose, troubleshoot, and repair network hardware and peripheral equipment, such as hubs, switches, routers, media converters, fiber optic repeaters, network connections; test and evaluate new hardware;
10. Performing general maintenance tasks necessary to keep equipment and tools in operable condition, which may include inspecting/testing equipment, lubricating equipment, replacing

- parts, cleaning equipment, and cleaning work areas; monitors equipment operations to maintain efficiency and safety; report faulty equipment;
11. Ensuring the timely backup of files, the integrity of the backups and appropriate on and off-site storage of backups, as appropriate;
 12. Accomplishing or attempting to accomplish hard drive recovery and return;
 13. Maintaining documentation of services provided to each item of equipment for the County's evaluation; provide the Sheriff with copies of the documentation;
 14. Providing the Sheriff period management and technical reports. Describe the reports you propose and include samples in your proposal;
 15. Complying with all applicable software licensing agreements and requirements related to the Services, and working with the Sheriff ascertain and document licensed software inventory and expiration dates, with notification to the County of same;
 16. Supporting the Sheriff in maintaining all network, hardware and peripheral warranty information and notify of expiration and renewal procedures;
 17. Coordinating troubleshooting with the Sheriff's telecommunications providers when outages occur that affect the County's data, voice and fax services;
 18. Communicating effectively and maintaining good working relationships with the Sheriff, personnel and other individuals as needed to discuss work in progress, exchange information, and resolve problems; and
 19. Performing any other necessary, appropriate or related services.

C. Contractor Performance Responsibilities: At a minimum, the Contractor should meet the following performance standards in completing all Services:

1. Unless an emergency exists, the Contractor should respond to the Sheriff's request within 24 hours of notification. In cases of an emergency as determined by the County in its sole discretion, the Contractor shall respond by beginning work on the On-Call Services within one (1) hour.
2. The Contractor shall provide the County with a written non-binding estimate of the promulgated work and receive written approval to proceed (the "Notice to Proceed") before initiating any work which estimate and Notice to Proceed shall be considered an addendum to any contract resulting from this RFP. At a minimum, the Contractor's non-binding estimate shall include the number of labor hours needed for each defined grade of worker, start date and time of work, estimated duration of time the Contractor is occupying the job site and the materials required for the work. The Contractor shall not charge the County for their time to inspect the work site and to develop the written non-binding estimate. Contractor(s) shall review safety plans with County prior to beginning any work. The Contractor(s) shall coordinate all work with the County to minimize site disturbance and service impacts.
3. The Contractor shall begin work within three (3) business days of the County's issuance of a Notice to proceed, except in cases of emergency or where the Notice to Proceed requires that work begin sooner.
4. The Contractor shall possess the appropriate license(s) with the specific specialty services as recognized by the Virginia Department of Professional and Occupational Regulation to perform the Services.
5. The Contractor shall be responsible for providing quality Services in accordance with industry standards, plans, directions and instruction as provided by the County's representative for each task.
6. The Contractor shall be solely responsible for obtaining any necessary permits to perform any particular task.

7. All equipment, materials and installation work provided shall conform to applicable law and the specifications of this solicitation and any resulting contracts.
8. Time charged to a task shall ONLY be for the actual time spent on the job site. Travel time, break time, and overhead costs shall not be billable for any task and included within the Contractor's hourly rate.
9. Invoices for materials provided by the Contractor shall be solely limited to the actual invoice cost for the materials or equipment provided by the Contractor and used for the task plus the appropriate markup percentage to be identified in the proposal. All costs shall be included in the work authorization and receipts showing contractor purchased, date, description and cost are required for material reimbursement. For multi-day projects, the County requests that a daily log be submitted which includes details concerning the completed work, labor, materials and costs.
10. The Contractor shall provide a clear and legible copy of an invoice showing all of the work performed, indicating the time or arrival and departure at the County facility for each employee performing services, including copies of any material or equipment invoices that denote the Contractor's cost. The Contractor shall contact the County's representative at the completion of work in order to verify the time allotted to the service.
11. Contractor(s) shall report any safety concerns, near misses, accidents and injuries related to the work area to the County immediately.
12. Contractor(s) shall warrant replace or repair any defective product, materials, installation or services for one (1) year from County's acceptance of any services hereunder, work or services at no additional cost. County shall be deemed to have accepted services hereunder only after receipt of a proper and detailed invoice from Contractor for such services and payment by the County to Contractor in full on such invoice.
13. Contractor(s) shall respond to emergency warranty repairs within one (1) hour and shall respond to routine warranty repairs within three (3) business days.
14. The Contractor shall transfer and assign to the County any and all warranties or similar guarantees for any materials or products provided by Contractor to the County hereunder.

D. Contractor Experience, Qualifications and Other Requirements: Contractor must have:

1. A license to provide the specified Services within the Commonwealth of Virginia for a minimum of three (3) consecutive years preceding a submission relative to this solicitation;
2. Successfully complete the CJIS certification which includes reading and agreeing to adhere to the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.
3. Been in business providing similar services promulgated in this solicitation for a minimum of three (3) consecutive years.
4. A minimum of 2 engineers on call at all times;
5. A minimum of 3 Microsoft Certified Engineers (at least one with network certification);
6. Engineers that can complete security awareness training, background checks, and fingerprinting;
7. Demonstrated Support with at least one other Virginia municipality;
8. Experience in critical emergency services;
9. Be a Microsoft Certified Partner;
10. An Ability to monitor network, servers and workstations in real time;
11. Experience in Business Continuity and Disaster Recovery Planning;
12. Access to hardware and software distributors; and
13. Must have prior experience with:
 - a. Firehouse

- b. DaPro IBR/Computer Aided Dispatch systems
- c. CNET
- d. Interact
- e. Mobile Cop
- f. SQL Database Support
- g. GeoComm Mapping Software
- h. MTH9000 Plate Hunter
- i. PageGate
- j. ID Networks liveScan fingerprint software
- k. VCIN/NCIC
- l. SonicWall Firewall/Routers and VPN Software
- m. Windows multi-server environment
- n. Microsoft 365 Services
- o. Microsoft Exchange
- p. Windows Server 2003-2012
- q. General network infrastructure support
- r. Managing security patching
- s. Monitoring AntiVirus events

E. Personnel:

1. Contractor(s) shall perform all work under the supervision of a qualified project manager, as defined below. A qualified project manager shall be a Microsoft certified network engineer and have graduated from an accredited school or program and shall have five (5) years plus of practical experience in IT services. Contractor(s) shall assure that all employees who will be performing work receive any required training necessary to perform the work. The County reserves the right to review any Contractor(s) training documentation.
2. Other persons provided by the Contractor should have a minimum of three (3) years of experience performing IT services and must be supervised by a project manager.
3. The Contractor's personnel assigned to the resulting contract should wear appropriate uniforms that, at a minimum, bear the contractor's company name, the employees name, and shall be maintained in a professional condition at all times.

F. Damage to County Premises: The Contractor shall repair and/or replace any damage done to any County property by their employees or resulting from Contractor's services at Contractor's sole cost and expense as soon as practicable, but in any event, no more than ten (10) calendar days after notification by the County. All such repairs or replacements shall be completed to the County's sole satisfaction. The Contractor shall document any damages in the project area prior to commencing work. This written record shall be provided to the County prior to commencing work.

G. Work Authorization by Notice to Proceed: Any work desired under the resulting contract shall be ordered through the issuance of a written Notice to Proceed by the County which will be accompanied by the Contractor's estimate for the work and such Notices(s) to Proceed shall be considered addenda to any contract resulting from this RFP. The anticipated process should occur as follows:

1. County will request the Contractor to provide a non-binding written estimate for the desired work that includes the labor categories and labor hour rates anticipated for the work, start date and time of the work, duration of time the Contractor will need to occupy the worksite and complete the work and an estimate of the cost of materials that will be needed to complete the work. The County may request a not-to-exceed cost for the services.

2. Upon receipt of the non-binding estimate, the County will review it for completeness and in-turn will issue a Notice to Proceed by e-mail or letter to the Contractor if the County finds the terms acceptable and wishes to engage the Contractor to complete the services.
3. The Contractor shall arrive on the job site and begin work on the date and time provided in the Contractor's non-binding estimate.
4. If the County's Notice to Proceed is not issued to the Contractor within twenty-four (24) hours of the start date and time, either party may request a rescheduled start date and time. If the Notice to Proceed is issued after the start date and time, the Contractor shall coordinate a new start date and time with the County.
5. The Contractor(s) shall obtain prior written approval for any work that exceeds the work authorization in order to be compensated for such work. The County shall not be required to pay Contractor for any work, services or materials not authorized by a valid Notice to Proceed hereunder or which exceeds the scope of a Notice to Proceed.
6. Notwithstanding the foregoing, should the County determine an emergency exists, then the Contractor must respond by beginning work within one (1) hour of notification by the Sheriff's Office of said emergency. If possible, under the circumstances, the Contractor shall deliver an estimate to the Sheriff's Office; however, an authorized representative of the Sheriff's Office may verbally authorize the Contractor to begin work without an estimate or issuance of a written notice to proceed only in cases of emergency. The Contractor is required to submit a written estimate or invoice as soon as practicable in cases of emergency.

H. **Invoices:** The Contractor will be paid on the basis of invoices submitted. Invoices shall include the following: the contract number, Notice to Proceed number, work authorization, copies of supplier invoices or inventory list for materials used for project, and total amount due. Invoices shall be submitted to the invoice-to address as specified in the contract under this RFP. Payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is later.

I. **Coverage:** This solicitation includes Services at all facilities, buildings, structures and property owned, leased or possessed by the County and used by the Sheriff's Office.

J. **County Contact:** Any and all correspondence or questions regarding the Contract resulting from this RFP or any Notice to Proceed shall be directed to the Procurement Contact shown on the cover page of this RFP.

K. **No Construction Services:** The scope of work of this RFP does NOT include any services defined as "construction" under Section 2.2-4301 of the Virginia Procurement Act.

V. Insurance Requirements

A. By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage required at the time the work commences. The Offeror further certifies that the contractor will maintain the specified coverage during the entire term of the

contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

B. During the period of the contract the County reserves the right to require the Contractor to furnish certificates of insurance for the coverage from time to time.

VI. Proposal Format

- A. The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate.
- B. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside his format. The following paragraphs provide guidelines to each Offeror for information to include in the proposal:
- C. **Cover Letter** - Provide a cover letter cover letter that confirms the Offeror's understanding; of this Request for Proposal and a general understanding of the scope of work (the "Project").
- D. **Overview** - The purpose of this section is to provide Fluvanna County with an overview of the history, qualifications and abilities of the Offeror's firm and for the Offeror to demonstrate the specific qualifications of the staff the Offeror will assign to this Project if selected. At a minimum, the proposal should:
 - 1. Designate a Project Manager and indicate office location.
 - 2. Include the organization chart, functional discipline, and responsibilities of Project team members.
- E. **Resumes/Qualifications** - Provide a concise resume or description of each team member's education, relevant professional experience, length of time employed by the Offeror and/or sub-consultant, and professional licenses. Each firm submitting a proposal shall provide an updated statement of qualifications highlighting the expertise and experience of the firm and its personnel related to the scope of services contained in this RFP. Identification.
- F. **Demonstrated History of Successful Projects** - Discuss the Offeror's ability to work in harmonious, non-adversarial relationships with Fluvanna County and their agents.
 - 1. The personnel named in the proposal shall remain assigned to the Project throughout the period of the contract unless requested to be replaced by the County. If the County requests an individual to be replaced (including any personnel of any sub-contractor), the Offeror shall do so within 30 days of the request, and without any additional charge to Fluvanna County. No replacement may be made without submission of a resume of the proposed replacement for approval by The County.
 - 2. This section shall include recent project information of similar type completed by the firm along with the name and telephone number of the point of contact for each project.
 - 3. Financial responsibility of the firm shall be demonstrated.
- G. **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).

- H. **Project Approach** - The purpose of this section is to provide Fluvanna County with the Offerors understanding and proposed approach to the Project. The Offeror should discuss in detail the proposed management and Project approach.
- I. **Representative Projects:** This section of the Offeror's Proposal should list and describe representative clients currently served. Describe the local office experience including the project name and location, brief description of the project, description of the scope of services provided, and principal contact person.
- J. **Cost and Effective Cost Control** – The Offer should detail the cost for services, a demonstrated history of effective control of costs and ability to accomplish work in a timely manner:
 - 1. Indicate the hourly rates for On-Call services: Offers must include a table or list of hourly rates and costs for services on a time and material basis. Hourly rates shall detail all levels of employees involved. Annotate the usual team (employee levels, number of personnel, etc.) responding to a Service call. All materials and equipment used for repair services SHALL be at the Contractor's cost with no mark-up passed along to the County. Additionally, the offeror is to identify any additional costs that could be incurred by the County for services required at nights, weekends or for emergencies.
 - 2. Indicate any pricing information relevant to parts required for On-Call Services.
 - 3. Indicate any other information relating to pricing, equipment or material costs
 - 4. Describe the Offeror's cost control methodology
 - 5. Describe the approach for reducing Project costs
 - 6. Describe the documentation, tracking and reporting system
 - 7. Describe the program for quality control.
- K. **References:** Provide the current name, address, and telephone number of at least five (5) references the Offeror has served either currently or in the past three (3) years; preferably those where one or more of the Project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference.
- L. **Forms:** All forms required to be submitted under this RFP must be included in the Proposal.

VII. Submittal Instructions

- A. Each Offeror shall submit one (1) original and four (4) copies of its proposal.
- B. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County, requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
- C. All forms attached to this RFP must be fully completed, executed by the Offeror and returned as a part of Offer's Proposal.
- D. Offers shall be prepared simply and economically, providing a straight forward, concise description of firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

- E. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- F. Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or email shall be rejected.
- G. Cost will be considered in evaluating the Proposals.

VIII. Evaluation Criteria

- A. All Proposals received shall be evaluated based upon the evaluation criteria listed below.
 - 1. Hourly Rates and Costs **(15 pts.)**
 - 2. Offeror(s) Qualifications and Experience, Resumes **(25 pts.)**
 - 3. Representative Projects and Approach **(20 pts.)**
 - 4. Proximity and availability to Fluvanna County **(25 pts.)**
 - 5. References and Successful Projects **(15 pts.)**
- B. The County may arrange for discussions with Offerors submitting Proposals for the purpose of obtaining additional information or clarification if needed.
- C. The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work.
- D. The County reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the County, the County reserves the right to reject the Proposal.
- E. The County reserves the right to hire a firm to assist the County in evaluating Proposals and determining which Proposal meets

IX. Contract Award

The award(s) shall be based on the Offeror(s)' ability to meet all RFP requirements and the right is reserved to make the award to other than the lowest priced Offeror when it is in the best interest of the County and consistent with the Virginia Procurement Act, the County's Code, the County's Procurement Policies and Procedures and other applicable law. The provisions set forth herein are for contractual goods/services rendered to the County of Fluvanna, Virginia and this solicitation is done under Virginia Code Section 2.2-4302.2(A)(3) as a competitive negotiation for goods and/or nonprofessional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each

offeror so selected, the public body shall select the offeror(s) which, in its opinion, have made the best proposals and provides the best values, and shall award the contract to those offeror(s).

The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference. 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).

Awards shall be made to as many Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County may award contracts to multiple Offerors and use their services for some or all of the projects identified herein. The services described herein related to multiple projects and a Notice to proceed shall be issued for each project. A project shall include such services as the County deems properly grouped together. The County may choose not to award a contract or Notice to Proceed for any or all projects described herein.

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 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”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and “Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:
 - a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.

- b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.
- c. Contract: Any contract to which the County will be a party.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to “his” shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- m. Request for Proposal (also referred to herein as a “RFP”): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
- n. Small Purchasing Procedures: The County’s Small Purchasing Procedures, being Chapter 4 of the County’s Procurement Policies and Procedures, a method of purchasing

not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.

- o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.
 - p. State: The Commonwealth of Virginia.
3. **AUTHORITY**: The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

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

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

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED**: It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees

that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.

5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Minority Business Enterprise. 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 Contractors 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 CONTRACTORS:

- 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, Contractors 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, Contractors, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
- b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest

bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.

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

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

CONTRACT PROVISIONS

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

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

36. DOCUMENTS: All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.

37. CONFIDENTIALITY: Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.

38. INDEPENDENT CONTRACTOR: The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.

39. INSURANCE: The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	\$1,000,000	
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)

Worker's Compensation Amount required by Virginia law

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

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

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within

fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

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

- b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.
- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

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

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

49. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being

retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

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

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

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

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

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

Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.

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

53. MODIFICATION:

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

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

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

clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and the County’s Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

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

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

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

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

59. COOPERATIVE PROCUREMENT: Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract (“cooperative procurement”). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order,

contractual disputes, invoicing and payment. The County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.

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

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

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

Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

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

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

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

65. CLAIMS PROCEDURE:

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*

- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
 - c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.
 - d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
 - e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
 - f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
 - g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.
- 66. NOTICES:** All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

- 67. SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the

name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

- 68. RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.
- 69. INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
- 70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees,

successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.

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

- a. Purchase Order Number;
- b. Name of Article and Stock Number;
- c. Quantity Ordered;
- d. Quantity Shipped;
- e. Quantity Back Ordered; and
- f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

75. ADDITIONAL CHARGES: No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.

76. METHOD AND CONTAINERS: Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

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

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

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and bid to which this Certification 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 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 et seq.)

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGEMENT

STATE OF VIRGINIA

FLUVANNA COUNTY, to wit:

The foregoing Certification of No Collusion bearing the signature of _____ and dated _____ was subscribed and sworn to before the undersigned notary public by _____ on _____.

Notary Public

My commission expires: _____

CODE OF VIRGINIA

& 18.2-498.4. Duty to provide certified statement:

A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A, above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

a false statement shall be guilty of a Class 6 felony. (1980, c.472)

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

OFFEROR STATEMENT

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this invitation for Bid and hereby submits this bid pursuant to such instructions and instructions.

Type or Print Name & Title of Authorized Person

Signature of Authorized Person Submitting This Bid

Date

SUBSCRIBED AND SWORN to before me by the above named

_____ on the ____ day of _____, 2013

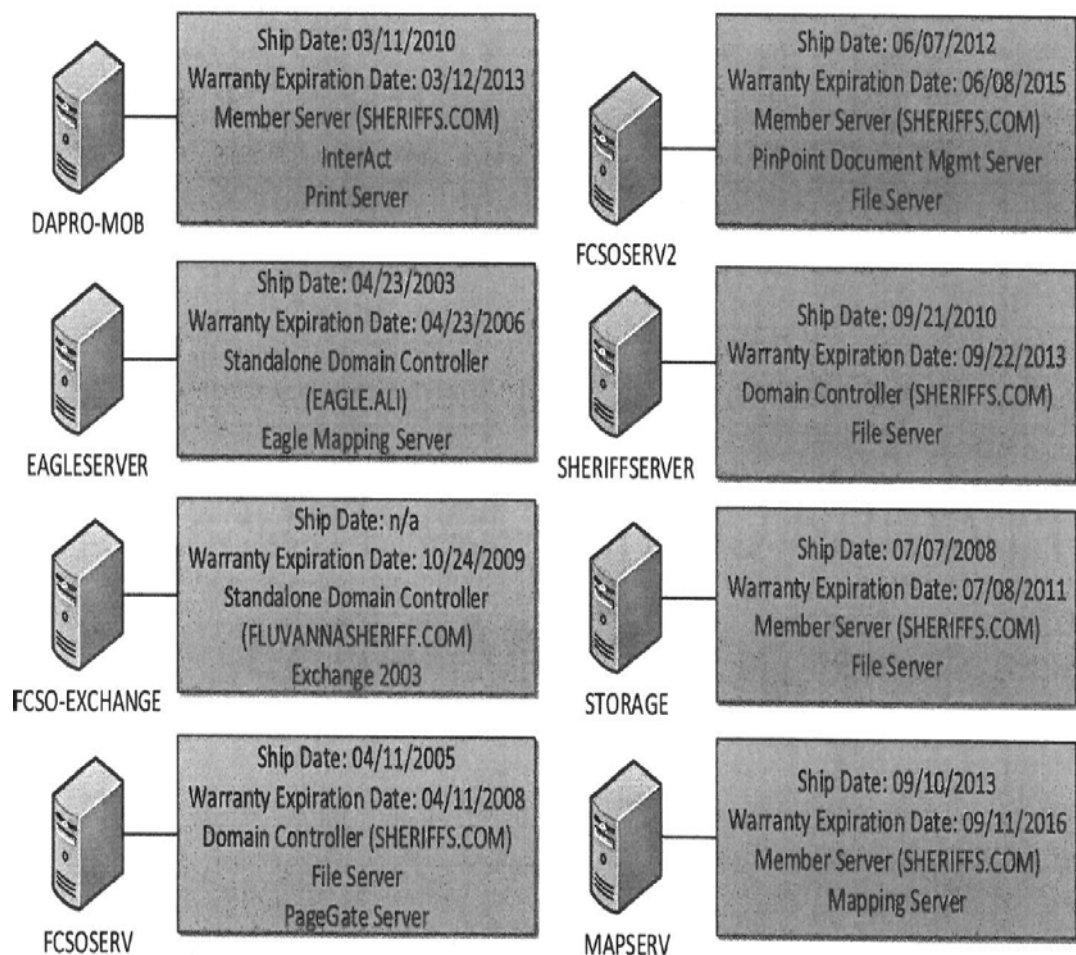
Notary Public in and for the State of _____

My commission expires: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

Exhibit 1 (page 1 of 2) - Existing Software System Requirements

Existing Infrastructure



COUNTY OF FLUVANNA, VIRGINIA

RFP #2016-03

ADDENDUM #1

3/18/2016

ADDENDUM NO. 1 TO ALL BIDDERS:

Reference - Invitation For Bids: RFP #2016-03
Title of Invitation for Bids: SHERRIFF'S OFFICE ON-CALL INFORMATION
TECHNOLOGY SERVICES AND SERVER UPGRADE
AND INSTALLATION
Issue Date: March 17, 2016
Bid Due Date and Time: March 31, 2016 2pm

The above RFP #2016-03 is hereby amended and modified as follows:

1. The following are clarifications that amend and supplement Article VI, Proposal format, of the RFP:
 - a. Section J-1, in order to match language in Article IV Section C-9, will be changed to read:

Indicate the hourly rates for On-Call services: Offers must include a table or list of hourly rates and costs for services on a time and material basis. Hourly rates shall detail all levels of employees involved. Annotate the usual team (employee levels, number of personnel, etc.) responding to a Service call. All materials and equipment used for repair services SHALL be at the Contractor's cost plus the appropriate percentage markup. Additionally, the offeror is to identify any additional costs that could be incurred by the County for services required at nights, weekends or for emergencies.
2. The following are clarifications that amend and supplement Article IV, Scope of work, of the RFP:
 - a. Section B-1 to read:

Ability to provide 24/7 local support for 51 desktop sites, with the possibility of adding additional at a later time, if necessary.

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

Very truly yours,

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

_____ Name of Firm

BY: _____

Signature of duly authorized representative

Title: _____

Date: _____

Exhibit 2
Proposal



NWG Solutions
913 E. Market St.
Charlottesville, VA 22902
434-979-0555

March 30th 2016

County of Fluvanna, VA
Finance Department
132 Main Street
P.O. Box 540
Palmyra, VA 22963

RE: Request for Proposal 2016-3 Sheriff's Office On-call Information Technology Services and Server Upgrade and Installation

Dear. Ms. Toler,

Thank you for the opportunity to conduct business with the Fluvanna County Sheriff's Office. We have analyzed the RFP and are pleased to submit our proposal for the Information Technology Services and Server Upgrade and Installation.

Our proposal is based on proven success supporting Fluvanna County Sheriff's Office infrastructure and all business critical applications for the past 3 years as well as our industry partnerships, certifications, best practices and experiences with environments with similar IT needs.

NWG Solutions understands FCSO's need to be able to operate critical services to the County of Fluvanna and has documented success with assisting the Sheriff's office in accomplishing this by monitoring the current IT infrastructure and responding in a timely manner to all issues, day or night.

We are the only IT Vendor in the area with this demonstrated 24/7 emergency support and guarantee an SLA of 1-hour response to any critical outage. Our extensive knowledge of FCSO's systems and expertise will translate into efficient, cost effective support all while keeping FCSO's Emergency Operations up and accessible 24/7.

Thanks again for the opportunity to respond to this RFP. We look forward to supporting your future needs.

Regards,

Shannon Connors
Chief Operating Officer
NWG Solutions



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Company Overview

At NWG Solutions, we like to say that we are not just in the tech business. We're in the service business.

Since 2001, we've taken pride in partnering with businesses to deliver top notch IT support across central Virginia. We are the largest IT firm in the area and because of this our team is able to respond to your IT needs quickly, whenever you need us.

Our partnerships provide above-and-beyond resources for a wide range of hardware and software issues. That's why we say that no one of us knows as much as all of us.

We are a Microsoft Gold Certified Partner and have had this accreditation since 2010. This gives us direct access to Microsoft and their engineers as well as free support and incident troubleshooting 24/7. All of our engineers are Microsoft Certified Professionals. We have more highly trained and certified engineers with the most extensive continuing education and training program of any IT resource in the area, with more constantly in the works.

As a Dell Preferred Partner, we are able to get the most competitive pricing as well as US based support for all of your hardware needs.

We take your security seriously. All of our engineers undergo a thorough background check and sign a Confidentiality Agreement.

We never eat, sleep or go on vacation. We offer unparalleled critical care through our 24/7 Managed Services suite. We always have 2 engineers on call 24 hours a day 7 days a week with a guaranteed SLA of one-hour emergency response time (day or night).



Resumes and Qualifications

Ben Thomas, Founder

Ben Thomas founded NWG Solutions in 2001 to respond to the computer and network support needs of small businesses without an IT staff. He started his career as a senior IT Consultant with Medical Center Computing at the UVA Medical Center and worked as a Senior System Engineer for the Telemedicine division of Multimedia Medical Systems then headed the network design engineering group at Broadslate Networks.

Shannon Connors, Chief Operating Officer

Joined NWG in June 2006. She holds a Bachelor's of Science degree in English from Oneonta State University in New York. Shannon's early career was focused on customer service. She brought that knowledge and to NWG Solutions where she focused on improving the customer experience through a non-technical point of view. She has continued her work with NWG to focus on the all facets of Operations and has recently been promoted to Chief Operating Officer.

Sarah Sensor, Operations Manager

Sarah recently joined NWG Solutions in March. She holds a B.S in Business Administration from Christopher Newport University. Her career started as a Technical Support Specialist with Cybernetics and employee recruiting with The Lee Group. Most recently she was with AT&T as a Retail Sales Consultant. Sarah's main focus with NWG is Customer Service and Operations. She is the main point of contact for all IT requests.

Aimee Dumaresq, Office Manager

Aimee joined the NWG team in the fall of 2015. She holds an A. A. in Liberal Arts from PVCC and a B.A in Communications Studies with a concentration in Rhetoric and Public Culture from Regent University. Aimee handles all internal office needs and social media communications.

James Fretwell, Account Manager

James has been with NWG Solutions since October 2014. He holds a B.S in Business Administration from UVA. Coming from a wide variety of customer support related fields, James enjoys the daily interaction with clients ensuring that all tasks, large or small, meet or exceed their expectations.

**Michael Donlon, Sales/Systems Engineer**

Michael joined NWG in 2007 as a PVCC student. Michael's board range of knowledge and expertise comes from his extensive experience he has gained over the past 8 years with the company. Michael holds the following technical certifications.

- Microsoft Qualifications
 - Microsoft Certified IT Professional
 - Microsoft Certified Technology Specialist
 - Microsoft Certified Professional
 - Microsoft Certified Systems Administrator
 - Microsoft Certified Desktop Support Technician

Ian MacCall, Senior Systems Engineer

Ian is our most tenured NWG Engineer and has been with us since October 2005. He has over 15 years of IT experience. He holds a degree from PVCC in networking along with multiple Microsoft certifications. His experience includes website authoring, desktop computing support, server installation and support, and network administration.

- Associates Degree in Networking from PVCC
- Microsoft Qualifications
 - Microsoft Certified Systems Engineer
 - Microsoft Certified IT Professional
 - Microsoft Certified Technology Specialist
 - Microsoft Certified Professional

Stephen Bayne, Systems Engineer

Stephen started his career with computer and networking while still in high school with a small IT group in Madison. After 6 years as a United States Navy Nuclear Mechanical Engineer, Stephen returned to the area to obtain an Associates of Science with a focus in Computer Science from Germanna Community College. Moving to Charlottesville in 2010, he worked as an IT technician at Martha Jefferson Hospital for 3 years before coming to NWG Solutions in early 2013.

- Microsoft Qualifications
 - Microsoft Certified Professional

John Sumrall, Systems Engineer

John joined the NWG Solutions team after moving from northern Virginia. John has a B.S from Appalachian State University in Computer Information Systems. John's career experience includes working for BRTRC as a Research Analyst and SharePoint Administrator as well as an IT Support Technician for KS Computer Systems.

- Microsoft Qualifications
 - Microsoft Certified Professional

**Marc Insana, Systems Engineer**

Marc Insana joined NWG in the fall of 2015. He holds an Associates in Network Administration from Commercial Technical and Business School in Washington, PA. Marc's career has been focused on IT support for the past 10 years with work for Augusta County Schools, Staunton City Government as well as Blue Ridge Internetworks.

Tyler Aker, Systems Engineer

Tyler Aker comes to NWG Solutions from CvilleITPros where he was co-founder. He was also the Systems Engineer for Aker Wade Power Technologies. He has attended PVCC and Virginia tech where he received his A+ Certification.

- Microsoft Qualifications
 - Microsoft Certified Professional

Stephen Carey, Systems Engineer

Stephen joined NWG Solutions in March of 2016. He holds a B.S in Business Information Technology from Virginia Tech where he gained knowledge in Java, C++, PHP, MySQL, VB, HTML, LAN Architecture, and Cisco. He currently holds CompTIA A+ and Network+ certifications. Before NWG, he was a Technical Support Specialist with Trident Maritime Systems and a Technical Support Specialist and Webmaster with the Charlottesville City Schools.

- Microsoft Qualifications
 - Microsoft Certified Professional

Josh Gannon, NOC Engineer

Josh is our NOC Engineer and is responsible for real-time Monitoring and Automated alerting for NWG's Managed Services. He was Co-Founder of CvilleITPros and also as a Lab Trainer and Research Assistant for RelayFoods.com. He holds an Associate of Science Degree from PVCC in Computer Science.

- Microsoft Qualifications
 - Microsoft Certified Professional



Demonstrated History of Successful Projects

NWG Solutions has over 15 years of experience not only supporting firms like Fluvanna County Sheriff's Office (FSCO) but also implementing servers, networks and backup and disaster recovery solutions similar to what FSCO is requesting.

Supporting FCSO

NWG has been providing Fluvanna County Sheriff's office with ongoing service, support and Managed Services since 2013. We have successfully managed the implementation of the following projects:

- Replacement of outdated and failing networking equipment, while simplifying and flattening the network infrastructure
- Replacement of all mobile unit devices
- Replacement of radio console PCs
- Replacement of VCIN and CAD PCs to meet VITA requirements
- Replacement of outdated mapping system
- Installation and implementation of a new, remotely managed and monitored wireless system
- Installation and implementation of a new evidence tracking and inventory application
- Installation and implementation of VPN for secure access to mobile applications
- Emergency recovery of and migration of email from on-premises to cloud-based email service

All of these projects were performed in a timely manner with minimal downtime and no disruption to Fluvanna's emergency 911 Systems.

Besides these projects, NWG has provided the following on-going maintenance, monitoring and support 24/7/365.

- VITALSIGNS Real-time Server and Network monitoring 24/7 with a response time of less than 1 hour for critical outages and emergency calls
- PATROL Managed Antivirus on all workstations

Other Municipality Support

Town of Louisa Police Department

Ronnie Roberts 434-566-1446

2/2016: Assessed and resolved network connection issues and suggested future upgrades and projects for consideration.



City of Charlottesville Police Department

Blaine Cosgro

Procurement of desktops

Greene County Sheriff's Office

11/2011: Worked with Clear Communications to assist with networking issue

02/2012: Worked with Clear Communications to up direct connection between two networks

Recent Projects

Along with supporting FCSO, NWG Solutions has also performed similar services, server migrations we well as monitoring and implementation of business continuity and disaster recovery plans as FSCO is requesting for the following businesses:

Legal Aid Justice Center

2003 Server Replacement/Migration

Fall 2015

Dan Epstein

434-977-0553

dan@justice4all.org

Albemarle Square Family Healthcare

*Backup/Disaster Recovery/Business Continuity
Implementation (Datto)*

Courtney Pfister

434-978-2126

c.pfister@asfhc.com

Ashbury International Group

*2003 Server Replacement/Disaster Recovery
and Business Continuity Implementation
(Datto)*

Summer 2014

Troy Perry

434-296-8600

tperry@ashburyintlgroup.com

X-Officio

*Server 2008 Migration/Datto Install
Spring 2015*

Kerri White

434-327-1740

kwhite@x-officio.com

W.E. Brown

2003 Server Migration

Jay Taggart

434-295-1177

jay@webrown.com



Server Upgrade

NWG Solutions proposes the following server infrastructure to meet or exceed the RFP criteria.

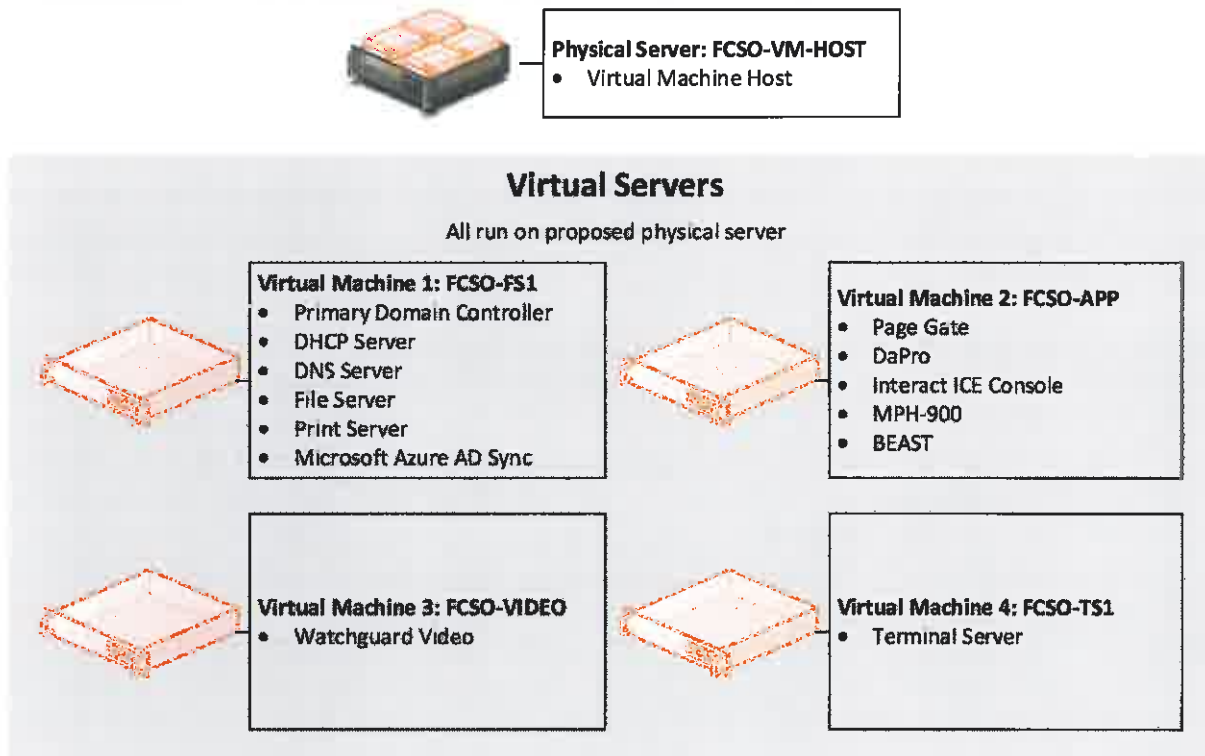
Proposed Server Architecture

Overview

The following details the configuration of the proposed server. Overall, the proposed server is a single Dell PowerEdge R930 server with twin Intel Xeon E7-4809 Processors (each of which has 8 cores) and 128GB of memory. The server will be populated with a total of 18 hard drives that will be combined together through RAID (Redundant Array of Independent Drives) to allow for a total storage capacity of 6,400GB.

This physical server will be configured as the virtual machine host for 4 virtual machines running on Microsoft Hyper-V. All servers will run Windows Server 2012 R2 Standard. All virtual machines will be joined to the local domain while the Virtual Machine Host will remain a standalone server to allow for continued functionality in the event of virtual machine failure. As part of this migration, the local domain SHERIFFS.COM is to be renamed to FLUVANNASHERIFF.local to match the public domain name currently in use.

Upon completion of this project, the server environment will appear as follows:





Proposed CPU Allocation

The proposed server will be installed with twin Intel Xeon E7-4809 Processors (each of which has 8 cores). These processors can be assigned, as needed to the virtual machines running on this server but will only be used as-needed by the server. Based on experience with supporting this environment for other customers as well as past history of monitoring the customer's current environment, the following configuration should allow for appropriate performance of the virtual machines:

- 4 Cores: FCSO-VM-HOST/Reserve for future growth
- 2 Cores: FCSO-FS1
- 2 Cores: FCSO-VIDEO
- 4 Cores: FCSO-APP
- 4 Cores: FCSO-TS1

Proposed Memory Allocation

The virtual machine host will be configured with a total of 128GB of memory installed. Although greater than the total requested memory within the RFP, this is the most cost effective memory configuration available from Dell that allows for flexible growth for the server in the event of business needs changes. Allocation of memory will be as follows:

- 32GB: FCSO-VM-HOST/Reserve for future growth
- 16GB: FCSO-FS1
- 16GB: FCSO-VIDEO
- 32GB: FCSO-APP
- 32GB: FCSO-TS1

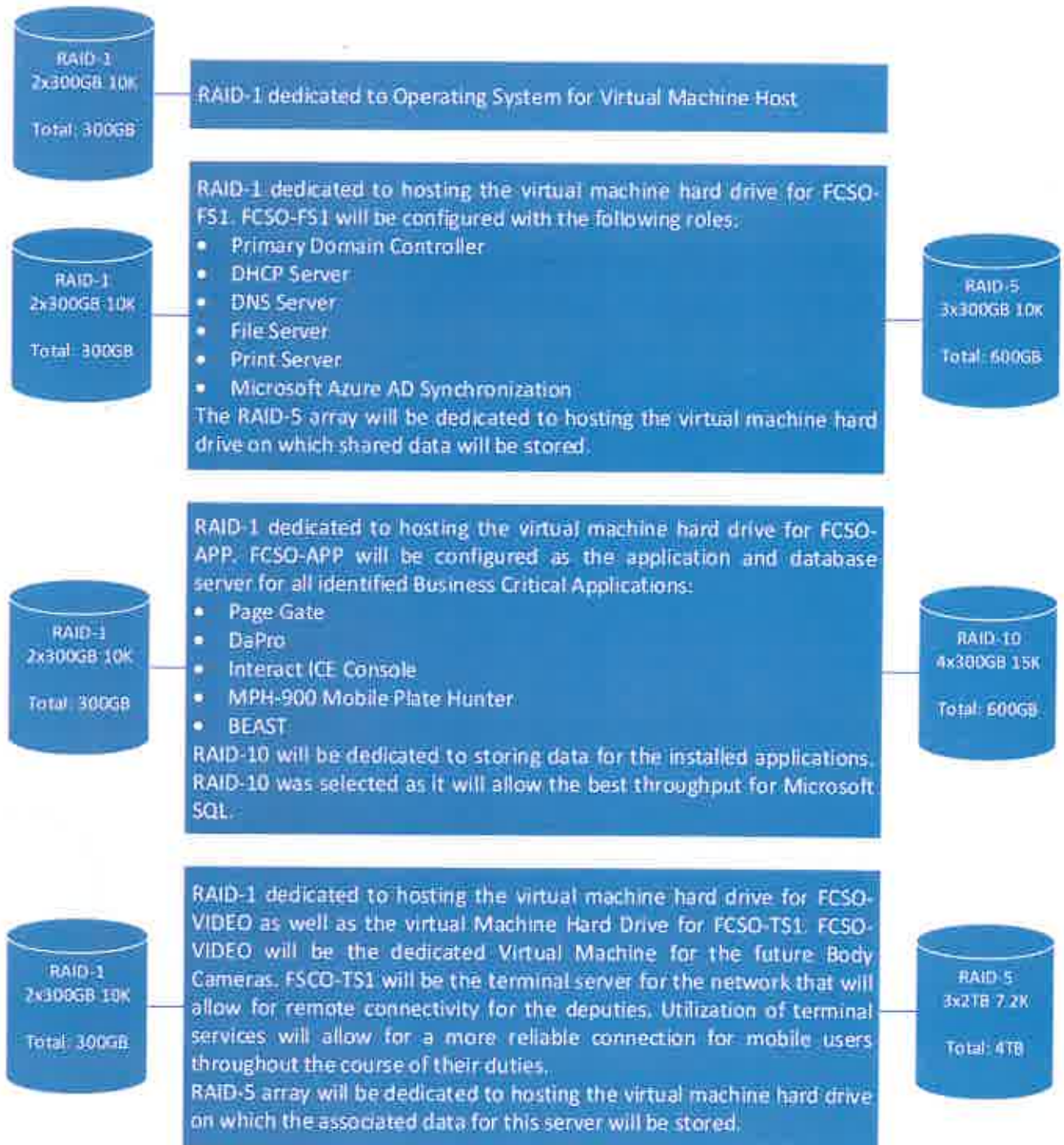
Proposed Storage Architecture

The proposed server will utilize various RAID Levels to allow for hard drive failure without data loss. Each RAID-1 and RAID-5 array within the server will tolerate the loss of a single drive while the single RAID-10 will allow for up to 2 hard drive failures. Additionally, the server chassis will allow for hard drive installation in the event of unexpected data growth or business needs changes. The below imagery depicts the projected physical utilization of the available hard drive bays. All drives will be hot-swappable to allow for replacement without requiring a full shut down of the server.





As indicated, the server drives themselves will be configured in a variety of RAID arrays. These arrays themselves will host a combination of servers to meet the requirements set by the customer in their Request for Proposal as well as drawing on internal knowledge of the system from supporting the environment.



Redundancy

The server is configured to allow for failure of commonly problematic components within the chassis:

- All data will be stored on RAID Arrays to allow for failure of individual drives without data loss while the drives themselves are hot-swappable to allow replacement without powering off the server.
- Power supplies are redundant and hot-swappable to allow for failure and replacement without incurring downtime to the server.

Hardware Warranty

The hardware warranty is currently set for 3 years but expandable to 7 years. Additionally, the proposed hardware warranty for the server is the quickest response warranty available from the manufacturer (based on client location): a 4-hour Mission Critical response 24x7. This plans for a guaranteed delivery of parts within 4 hours from the time of dispatch so as to minimize potential downtime for the server.

Backups

The virtual machines will be backed up using a Datto SIRIS 2 appliance. This device implements a hybrid methodology for backing up all data on the servers at regular intervals to allow for the minimum possible downtime in the event of a server failure. Through the use of a Datto device, the servers are backed up as frequently as every hour on a 24x7 basis so that any changes made by users are almost immediately backed up. This allows for a significant increase in potential restore points and flexibility when deciding what data needs to be recovered in the event of data loss.

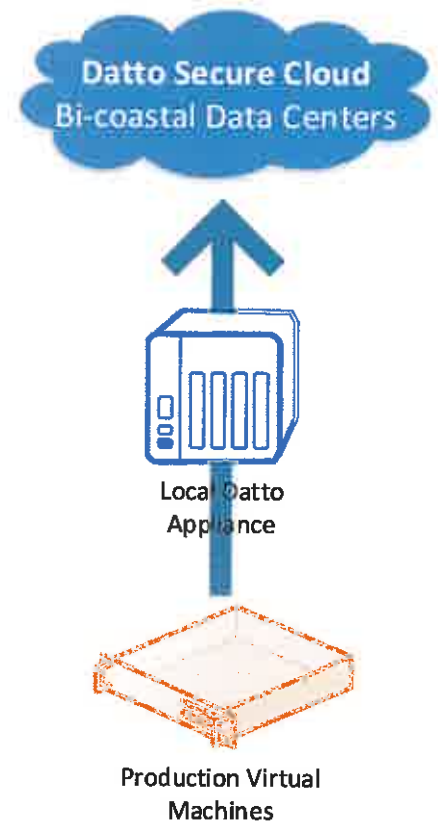
Disaster Recovery

Once on the device, data is transferred offsite to Datto's secure data storage facilities to allow for disaster recovery. This process is run on a daily basis. All backups are secured prior to leaving the production servers using AES-256 encryption.

Business Continuity

The purpose of using Datto as a backup solution is that it is designed to function as both a regular backup and Disaster Recovery/Business Continuity solution. In the event of a disaster, either the local device or the Datto cloud (whichever is available, based on the severity of the disaster) can start up replicated copies of the last good backup of the servers. The device and the cloud are then capable of functioning in this role until the production environment can be restored.

NWG will work with Fluvanna County Sheriff's Office to develop an IT business continuity plan to keep internal mission critical applications running through a disaster scenario. At semi-annual intervals, NWG will test the plan with FCSO to ensure functionality and refine the plan as needed (see page 18- Business Continuity Planning Upgrade).





Expandability

The quoted physical server is designed to allow for additional growth as business needs change over the projected life-span of the server. The server chassis supports up to 4 physical processors (with a maximum of 72 cores), 6TB of memory, and 24 hard drives. At this time, the server will be loaded with 2 processors, 128GB of memory and 18 hard drives to allow for future upgrades in the event of changes to business requirements.

Remote Access for Technical Support

The proposed system security meets or exceeds all industry best practices. Remote access will be configured for technical support and will be encrypted with at least 128-bit encryption, restricted base on the incoming IP address, restricted to non-standard ports and restricted only to personnel approved by VITA.

System Security

The System security will consist of standardized, complex password policies, password expiration policies, multifactor authentication requirements for mobile devices, strong network firewall rules to restrict incoming connection attempts, monitored Anti-virus services, network device monitoring and encrypted backups. System will meet or exceed all of the current industry Best Practices and IT security settings.

Flexibility

NWG has configured the servers for maximum flexibility. The virtualized servers allow for future growth and expandability with expandable RAID arrays for future server and storage growth and hardware capable of growth in the form of adding more processors, memory, and storage space.

Compatibility

The new server meets or exceeds all business critical application minimum requirements and will exceed current needs in planning for updated software and the flexible virtual server design allows for customizable resource allocation to support future applications while keeping downtime to a minimum and controlling costs.

Other Needs

NWG has configured the system with 6TB of initial storage space to accommodate current storage needs and future needs of car camera systems and upcoming body camera video. We have proposed Datto – hourly backups as well as local and cloud-based virtualization for disaster recovery. AD Sync with Office 365 will be available with the newer server operating systems. Storage capacity for this is considered in the initial server purchase. Resources will be allocated appropriately to a dedicated virtual server.



Implementation Plan

NWG proposes a side-by-side server installation for minimum interruption with a staged domain, data, and application migration to reduce workflow impact with no effect on FCSO's 911 Emergency Services. NWG will schedule a project kick off meeting to address any and all questions and concerns with all parties. Meetings will also occur regularly during the project to provide updates as well as time estimates to make sure that everyone is kept up to date on the schedule and project scope.

NWG's implementation team will consist of all employees outlined in this document. The Lead Engineer will be Stephen Bayne, based on his number of years of experience supporting FCSO. The Project Manager will be Shannon Connors based on her 9 years of experience managing similar client projects and scopes.

The following details the steps that NWG will take to implement the proposed server upgrade. Location and dates will be determined based on FCSO's implementation timeline.

Fluvanna County Sheriff's Office Server Migration Scope of Work

Lead Engineer: Stephen Bayne, Systems Engineer

Project Manager: Shannon Connors, COO

Pre Implementation

Task	Responsible Party	Target Date(s)	Completed Date
Identify old users and security groups, and clean Active Directory	Andrea Gaines & NWG	TBD	
Implement Comcast and CenturyLink Upgrade	Andrea Gaines	TBD	
Review current mapped network drives and identify required changes	NWG	TBD	
Coordinate with software vendors to plan for software and data migration	NWG	TBD	
Review current security policies and access	Andrea Gaines & NWG	TBD	
Provide Credentials for Testing Software	Andrea Gaines	TBD	
Order Software	Shannon Connors	TBD	
Order Hardware	Shannon Connors	TBD	
Verify all Software Received	Stephen Bayne	TBD	
Verify all Hardware Received	Stephen Bayne	TBD	



Pre Staging of Server at NWG Solutions

Task	Responsible Party	Target Date(s)	Completed Date
Unbox all hardware and software at NWG to confirm all present	NWG	TBD	
Install and Configure Windows Server Operating System and Hardware RAID settings	NWG	TBD	
Name VM Host: FSCO-VM-HOST	NWG	TBD	
Install Hyper-V Server Role	NWG	TBD	
Set up and configure virtual machines for domain controller, application servers, and terminal server	NWG	TBD	
Name Domain Controller: FCSO-FS1	NWG	TBD	
Name Application Server: FCSO-APP	NWG	TBD	
Name Watchguard Server: FCSO-VIDEO	NWG	TBD	
Name Terminal Server: FCSO-TS1	NWG	TBD	
Apply all applicable Microsoft licensing	NWG	TBD	

Pre Staging at FCSO

Task	Responsible Party	Target Date(s)	Completed Date
Deliver all hardware onsite at customer site	NWG	TBD	
Configure new server on network	NWG	TBD	
Join new Virtual Servers to existing domain	NWG	TBD	
Install server roles	NWG	TBD	
Prepare file shares	NWG	TBD	
Prepare printer shares	NWG	TBD	
Install VITALSIGNS on Physical Server	NWG	TBD	
Install VITALSIGNS on Domain Controller	NWG	TBD	
Install VITALSIGNS on Application Server	NWG	TBD	
Install VITALSIGNS on Watchguard Server	NWG	TBD	
Install VITALSIGNS on Terminal Server	NWG	TBD	



On-Site Server Replacement

Task	Responsible Party	Target Date(s)	Completed Date
Perform domain rename from SHERIFFS.COM to FLUVANNASHERIFF.local	NWG	TBD	
Migrate Domain Controller Roles to Domain Controller	NWG	TBD	
Migrate DHCP Role to Domain Controller	NWG	TBD	
Migrate Server Shares to Domain Controller	NWG	TBD	
Migrate Printer Shares to Domain Controller	NWG	TBD	
Install IBR Plus on Application Server	NWG/Software Vendor	TBD	
Install CNET on Application Server	NWG/Software Vendor	TBD	
Install Mobile Cop on Application Server	NWG/Software Vendor	TBD	
Install PageGate on Application Server	NWG/Software Vendor	TBD	
Install Firehouse FTP software on Application Server	NWG	TBD	
Install Watchguard software on Watchguard Server	NWG	TBD	
Migrate IBR data from FCSOSERV2 to Application Server	NWG/Software Vendor	TBD	
Migrate CNET data from FCSOSERV to Application Server	NWG/Software Vendor	TBD	
Migrate PageGate from FCSOSERV to Application Server	NWG/Software Vendor	TBD	
Migrate Firehouse FTP from FCSOSERV to Application Server	NWG	TBD	
Migrate Watchguard data to Watchguard Server	NWG	TBD	
Test Server Software	NWG	TBD	



On-Site Workstation Testing

Task	Responsible Party	Target Date(s)	Completed Date
Point Workstations to new servers	NWG	TBD	
Confirm network IP address being assigned by new server	NWG	TBD	
Confirm Mapped Network Drives Updated	NWG	TBD	
Confirm Printers Mapped	NWG	TBD	
Confirm Business Critical Application Access	NWG	TBD	
Test with Customer before start of Next Business Day	NWG	TBD	
Leave post-Project Note	NWG	TBD	

Post Migration

Task	Responsible Party	Target Date(s)	Completed Date
NWG Solutions Onsite after Migration to Provide Support as needed	NWG	TBD	

Old Equipment Disposal

Task	Responsible Party	Target Date(s)	Completed Date
Remove Old Servers from Customer Site	NWG	TBD	
Erase all Hard Drives and Return to Client for Disposal	NWG	TBD	



Server Upgrade Proposal

The following proposal is for all hardware and labor associated with the Server Upgrade. Server hardware and software mark-up is 25% from NWG approved Vendors. All labor is estimated based on the Scope of Work. The hourly labor rate can change based on the IT services options decided upon by FCSO.

NWG will warranty honor the manufacturer's OEM warranty for all hardware. NWG will warranty all work relating to the Server Upgrade for a 2 year period providing warranty request can be documented to be a direct result of the labor performed for the Server Upgrade.

Fluvanna County Sheriff's Office Server Replacement Proposal

March 30, 2016

Part	Qty	Cost	Total
Project Coordination			
• Project management to ensure adherence to established schedule for migration	18	\$135.00	\$2,430.00
Network Installation			
• Configuration of servers on network for local and remote connectivity	2	\$135.00	\$270.00
Server Installation			
<ul style="list-style-type: none"> • Physical installation of server • Configuration of virtual machine host • Configuration of virtual machine clients • Migration of Active Directory to FCSO-FS1 • Migration of DNS & DHCP to FCSO-FS1 • Configuration of Printer Shares on FCSO-FS1 • Deployment of printers through Group Policy • Configuration and Migration of File Shares to FCSO-FS1 • Deployment of file shares through Group Policy • Configuration of backups on FCSO-FS1 • Migration of existing Business Critical Applications (BCA) to FCSO-APP • Migration of existing BCA Shared Data to FCSO-APP • Configuration of backups on FCSO-APP • Migration of existing camera data to FCSO-VIDEO • Configuration of backups on FCSO-VIDEO • Configuration of terminal services on FCSO-TS1 • Configuration of backups on FCSO-TS1 	63	\$135.00	\$8,505.00



Workstation Installation			
Testing of individual workstations to ensure network connectivity. Including: <ul style="list-style-type: none"> • Correct DHCP Assignment • Deployment of Mapped Network Drives • Deployment of Printer Shares • Reconfiguration of BCAs to match new configuration 	60	\$135.00	\$8,100.00
Other Labor			
<ul style="list-style-type: none"> • Installation and configuration of Datto Backup Appliance • Initial run of Backups to ensure successful completion • Export of Data for initial seed of backup data to Datto Cloud • Confirmation of successful start to automatic offsite backups 	10	\$135.00	\$1,350.00
Post Project Support and Training			
<ul style="list-style-type: none"> • On site support following installation to troubleshoot issues post-migration 	14	\$135.00	\$1,890.00
Subtotal Labor (Estimated)	167		\$22,545.00

Part	Qty	Cost	Total
Dell PowerEdge R930 Server <ul style="list-style-type: none"> • Dual Intel Xeon E7-4809 CPU • 128GB Memory • Total Storage Capacity: 6,400GB 	1	\$22,476.79	\$22,476.79
Microsoft Windows Server 2012R2 Standard <ul style="list-style-type: none"> • Licensing for VM Host and Client VM Operating System 	2	\$891.73	\$1,783.46
Microsoft Windows Server 2012R2 User CALs <ul style="list-style-type: none"> • Client Access Licenses for all users on network 	50	\$38.75	\$1,937.50
Microsoft Windows Server 2012R2 Remote Desktop User CALs <ul style="list-style-type: none"> • Client Access Licenses for Terminal Server Utilization 	10	\$134.40	\$1,344.00
Microsoft Office 2016 Professional <ul style="list-style-type: none"> • Microsoft office for use on Terminal Server by connected users 	1	\$518.32	\$518.32
Datto SE10000 <ul style="list-style-type: none"> • Backup Appliance for local backup of data 	1	\$7,897.59	\$7,897.59
Subtotal Parts			\$35,957.66
Tax	0.0%		\$0.00
Project Total (Labor Estimated)			\$58,502.66



Ongoing Monthly Subscription Services	Qty	Cost	Total
Datto Monthly Service and Support • Ongoing service for offsite cloud backups and manufacturer support of backup appliance	1	\$1,103.79	\$1,103.79
Monthly Managed Services			\$1,103.79

Ongoing Remote Server Support for 1 Year	Qty	Cost	Total
Server Based Technical Support- Remote only during business hours (as reference in RFP pg. 6 sec 10.)	1	\$16,200.00	\$16,200.00
Labor Total			\$16,200.00

Business Continuity Planning Upgrade	Qty	Cost	Total
Creation and semi-annual testing of Business Continuity Plan (see pg. 10 for description of services)	1	\$4,000.00	\$4,000.00
Labor Total			\$4000.00

NOTE: Prices on hardware subject to change due to market fluctuation. These prices will be verified at time of order and any changes will be provided prior to placing the order. Labor is based on good faith estimate. We will notify you before exceeding the above labor number by 10%. All orders over \$3,000 require full price of parts plus tax or 50% of total project estimate, whichever is greater, as deposit to start. Remainder of project will be billed at project completion.

Our labor is based on an estimate because of the nature of software and computer networks and the multitude of variables. Our estimate is based on years of experience and what we anticipate to complete the project. We bill for "actual" time over or under in our labor estimate.

WARRANTY:

NWG Solutions LLC does not extend the warranty of a product past the Original Manufacturer's Warranty (OEM). OEM Warranties do not include NWG Solutions labor to reinstall/repair products. NWG Solutions does not guarantee the success of any third party hardware or software claims and can only work within the parameters of the third party vendor's own technical support. Customer is responsible for all labor charges, regardless of success, for situations outside of NWG Solutions' control. NWG Solutions will warranty that its work shall follow proper vendor installation guidelines.



On-Call Services

IT Support Service Requirements

Along with the Server Upgrade Project, NWG Solutions also proposes to support the newly installed infrastructure as well as all on-going support needs for Fluvanna with the following rates and responses. NWG meets or exceeds all the requirements outlined in the RFP page 7, sec. B, including but not limited to:

Ability to provide 24/7 local support

NWG has 2 on-call engineers 24/7

Response time within 1 hour for an Emergency. An Emergency shall exist whenever the County so identifies the same in its sole discretion

NWG Solutions is based in Charlottesville with less than 1 hour drive time to County

Ability to work closely with the Fluvanna County Sheriff (the "Sheriff"), and/or other authorized County representative, to coordinate service calls

Demonstrated through past 3 years of support

Responding to multiple simultaneous On-Call Service requests with pre-qualified technical service personnel within time frames set out in the written Notice to Proceed, as defined herein, and any contract entered into by the parties under this RFP

NWG has demonstrated ability and capability due to number of certified, County approved engineers

Providing complete confidentiality and security for all computers, networks, data, hard drives and other computer media, and information owned or generated by the County or Sheriff's Office or associated with the work performed hereunder, as more particularly set out in the written contract to be entered into by the parties.

NWG Engineers assigned to work with FCSO have all documented security clearance and fingerprints from FCSO and have watched the Security Awareness PowerPoint assigned by VITA.

NWG Solutions also meets or exceeds all of the Contractor Experience, Qualifications and other Requirements as outlined in the RFP page 9 sec. D.



Proposal for On-going IT Services

Option 1- Time and Materials

NWG Solutions proposes a time and materials option for all services below. The hourly rates are the same for all engineers as all of our engineers are Microsoft Certified and bill out at the same rate.

- On-site service hourly rate: \$135/hour (minimum 1-hour charge)
- Remote service hourly rate: \$135/hour (billable in 15 minute increments)
- Emergency hourly rate: \$202.50/hour (minimum 1-hour charge)

Time of Service	Rates
Business Hours Monday – Friday, 7:00am – 6:00pm	Onsite: \$135/hour (1 hour min)
	Remote: \$135/hour (.25 hour min)
After Hours Monday – Friday, 6:00pm – 11:00pm Saturday/Sunday 7:00 am- 11:00 pm,	Onsite: \$202.50/hour (1 hour min)
	Remote: \$202.50/hour (1 hour min)
Overnight Monday – Sunday, 11:00pm – 7:00am	Onsite: \$270/hour (1 hour min)
	Remote: \$270/hour (1 hour min)
Holidays	Onsite: \$270/hour (1 hour min)
	Remote: \$270/hour (1 hour min)



Option 2- Block Time

NWG Solutions can provide Fluvanna County Sheriff's Office with the following pricing based on a block time agreement:

- On-site service hourly rate: \$125/hour (minimum 1-hour charge)
- Remote service hourly rate: \$115/hour (billable in 15 minute increments)
- Emergency hourly rate: \$185/hour (minimum 1-hour charge)

The blocks of time will automatically renew and bill at 25% remaining block hours and will be configured as follows:

- On-site 20-hour block at \$125/hour- \$2500.00
- Remote 20-hour block at \$115/hour- \$2300.00
- Emergency 5-hour block at \$185/hour- \$925.00

Time of Service	Rates
Business Hours Monday – Friday, 7:00am – 6:00pm	Onsite: \$125/hour (1 hour min)
	Remote: \$115/hour (no min)
After Hours Monday – Friday, 6:00pm – 11:00pm Saturday/Sunday 7:00 am- 11:00 pm,	Onsite: \$185/hour (1 hour min)
	Remote: \$185/hour (1 hour min)
Overnight Monday – Sunday, 11:00pm – 7:00am	Onsite: \$185/hour (1 hour min)
	Remote: \$185/hour (1 hour min)
Holidays	Onsite: \$185/hour (1 hour min)
	Remote: \$185/hour (1 hour min)



System Monitoring and Maintenance

In accordance to the RFP requirements set forth on page 9 D10 "An Ability to monitor network, server and workstations in real time," NWG Solutions Proposes the following Monitoring and Maintenance of FCSO's Servers, Workstations and Network

NWG Managed Services Pricing

Managed Service	Qty	Price/device	Total/month
VITALSIGNS Server Monitoring	5	\$115.00	\$575.00
PATROL Managed AntiVirus	50	\$3.00	\$150.00
PATROL Patch	50	3.00	\$150.00
Total per month			\$875.00

NWG Solutions VITALSIGNS Server Monitoring and Maintenance Service Summary

NWG VITALSIGNS includes the following services Advanced Performance Monitoring

- Windows Patch Management
- 1st Call Support
- Server Administration

Out of scope activities will be billed at our hourly rates as provided herein. NWG Solutions' service department will contact the customer for approval before performing any out of scope task.



Advanced Performance Monitoring

The NWG Solutions' NOC monitors the health of your server, and identifies issues that may impact that server's performance. Identified issues are raised to the customer during NWG Solutions' regular business hours for remediation approval.

Services monitored include:

	Scan Interval	Warning	Failed
CPU Usage	15 Minutes	80%	90%
Disk Space	15 Minutes	85%	95%
Disk I/O	15 Minutes		
Memory Utilization	15 Minutes	86%	97%
Patch Status	15 Minutes	31 days	61 days
Connectivity	5 Minutes	N/A	No Connectivity

Windows Patch Management

All services and/or related components require regularly scheduled maintenance ("Maintenance Window") in order to meet established service levels. Service patch updates and restarts will be performed one night per month between the hours of 8:00 pm and 12:00 am. Customer will be notified within 24 hours of scheduled maintenance by email or phone. These activities will render system and/or applications unavailable for normal user interaction. Service performed outside the scope of work for maintenance will be billed at normal rates.

1st Call Support

First Call Support guarantees a technical response within one business hour of a critical outage or client will receive one (1) hour credit towards next month's invoice. Response time shall be defined as one business hour plus responsible drive time. Technical response shall be defined as contact, either onsite or by phone, of the technician who has been assigned to the ticket. Technician will begin troubleshooting the problem at that point. Critical outage shall be defined as any emergency event configured in VITALSIGNS monitoring service. Business hours shall be defined as 8am to 5pm, EST, Monday through Friday, excluding holidays. Client must be in good financial standing in order to receive service credit.



Server Administration

Server Administration provides simple administration services, from creating a new user account to adjusting permissions or distribution groups. It covers any administrative task on the server that can be covered remotely without troubleshooting. The task will be performed during regular business hours. Some examples include:

- Account management (setup, enable/disable, password change, security/distribution group membership)
- Server management (folder infrastructure, folder security/sharing permissions, license management)
- Exchange management (public folder creation, folder permissions, size restrictions)



NWG PATROL- Managed Antivirus and Managed Patch Services Summary

NWG PATROL includes the following services (the “Services”): (each a “Service” and together, the “Services”):

- OS & 3rd Party Patch Management
- Managed Antivirus
- Reporting

Out of scope activities will be billed at our hourly rates as provided herein. NWG Solutions’ service department will contact the customer for approval before performing any out of scope task.

Windows Patch Management

All services and/or related components require regularly scheduled maintenance (“Maintenance Window”) in order to meet established service levels. Service patch updates and restarts will be performed one night per month between the hours of 8:00 pm and 12:00 am. Customer will be notified within 24 hours of scheduled maintenance by email or phone. These activities will render system and/or applications unavailable for normal user interaction. Work performed outside the scope of the Services will be billed at normal rates.

Managed Anti-Virus

NWG Solutions’ integrated Anti-Virus solution allows our NOC to actively monitor, manage, and update deployed devices, maximizing your business’ protection and security. Managed Anti-Virus includes:

- Signature updates
- Status & Threat monitoring
- Scheduled scans
- Anti-Virus Software updates
- Quarterly Status & Threat reporting
- Remediation of issues preventing the installation or performance of Managed Anti-Virus

Please note: manual removal of malware/virus infection is not included in the Services and will be billed at NWG Solutions’ hourly rate.

Reporting

On an on-demand basis, Patch and AV Status reports will be delivered to the Primary Customer Contact.



References

The following references are based on the support and scope of services provided that are similar to what NWG proposes for Fluvanna County Sheriff's Office. We have implemented Server Upgrades for all below references except for UVMCO (we only provide monitoring and maintenance for their servers.)

Ashbury International Group

Client since 2010

Troy Perry

434-296-8600

tperry@ashburyintlgroup.com

Yancey, Bowman, and Helsley CPAs PLLC

Client since 2006

Dan Bowman, Partner

(540) 433-3777

dbowman@yanceymiller.com

Orange Family Physicians

Client since 2005

Donna Diaz, Practice Manager

(540) 672-3010 x116

ddiaz@ofpdocs.com

Charlottesville Gastroenterology

Client since 2005

Leslie Cosner, Practice Manager

434-817-8484 x198

lcosner@cvillegi.com

Legal Aid and Justice Center

Client since 2015

Dan Epstein

434-977-0553

dan@justice4all.org

UVMCO

(University of Virginia Investment Management Co.)

Client since 2011

Dubie Dubendorfer

434-924-0276

dd9m@virginia.edu

Investure

Client since 2005

Brent Maddox

434-220-0280

bmaddox@investure.com

X-Officio

Client since 2015

Kerri White

434-327-1740

kwhite@x-officio.com



COUNTY OF FLUVANNA, VIRGINIA

RFP #2016-03

ADDENDUM #1

3/18/2016

ADDENDUM NO. 1 TO ALL BIDDERS:

Reference - Invitation For Bids: RFP #2016-03
Title of Invitation for Bids: SHERIFF'S OFFICE ON-CALL INFORMATION
TECHNOLOGY SERVICES AND SERVER UPGRADE
AND INSTALLATION
Issue Date: March 17, 2016
Bid Due Date and Time: March 31, 2016 2pm

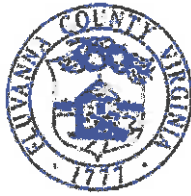
The above RFP #2016-03 is hereby amended and modified as follows:

1. The following are clarifications that amend and supplement Article VI, Proposal format, of the RFP:
 - a. Section J-1, in order to match language in Article IV Section C-9, will be changed to read:

Indicate the hourly rates for On-Call services: Offers must include a table or list of hourly rates and costs for services on a time and material basis. Hourly rates shall detail all levels of employees involved. Annotate the usual team (employee levels, number of personnel, etc.) responding to a Service call. All materials and equipment used for repair services SHALL be at the Contractor's cost plus the appropriate percentage markup. Additionally, the offeror is to identify any additional costs that could be incurred by the County for services required at nights, weekends or for emergencies.
2. The following are clarifications that amend and supplement Article IV, Scope of work, of the RFP:
 - a. Section B-1 to read:

Ability to provide 24/7 local support for 51 desktop sites, with the possibility of adding additional at a later time, if necessary.

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



Very truly yours,

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

NWG Solutions Name of Firm

BY: [Signature]

Signature of duly authorized representative

Title: COO

Date: 3/28/16

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) *MLUG Solutions*

Legal Name of Offeror/Bidder *Shannon Connors*

Date *3/29/16*

Authorized Signature *[Signature]*

Print or Type Name and Title *Shannon Connors COO*

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

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: Shannon Councers Phone: 434-979-0555

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

12 Years Months

4. Vendor Information:

FIN or FEI Number: 20-1581124 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>Investure</u>	Contact: <u>Brent Maddox</u>
Phone: <u>434-220-0260</u>	Email: <u>bmaddox@investure.com</u>
Dates of Service: <u>2006-Present</u>	\$\$ Value: <u>\$ 800,000</u>

Company: <u>Charlottesville Castro</u>	Contact: <u>Leslie Cosner</u>
Phone: <u>434-817-8484</u>	Email: <u>lcosner@cvillegi.com</u>
Dates of Service: <u>2005-Present</u>	\$\$ Value: <u>\$ 700,000</u>

Company: <u>Valley Pediatric Group</u>	Contact: <u>Dr. Steven Mumbauer</u>
Phone: <u>540-949-0118</u>	Email: <u>mumbauer@valleypedgroup.com</u>
Dates of Service: <u>2010-Present</u>	\$\$ Value: <u>\$ 170,000</u>

Company: <u>Ashbury International Group</u>	Contact: <u>Troy Perry</u>
Phone: <u>434-296-8600</u>	Email: <u>tperry@ashburyintlgroup.com</u>
Dates of Service: <u>2010-Present</u>	\$\$ Value: <u>\$ 345,000</u>

I certify the accuracy of this information.

Signed: [Signature]

Title: COO

Date: 3/29/18

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of NWG Solutions, does hereby certify in connection with the procurement and bid to which this Certification 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 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 et seq.)

[Signature]
Signature of Company Representative

NWG Solutions
Name of Company

3/29/16
Date

ACKNOWLEDGEMENT

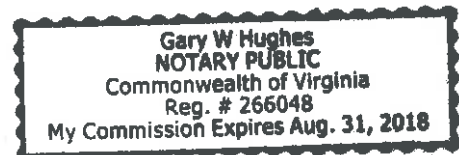
STATE OF VIRGINIA

Albemarle FLUVANNA COUNTY, to wit:

The foregoing Certification of No Collusion bearing the signature of Shannon Connors and dated March 29, 2016 was subscribed and sworn to before the undersigned notary public by Shannon Connors on March 29, 2016.

[Signature]
Notary Public

My commission expires: August 31, 2018



CODE OF VIRGINIA

& 18.2-498.4. Duty to provide certified statement:

A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A, above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

a false statement shall be guilty of a Class 6 felony. (1980, c.472)

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

OFFEROR STATEMENT

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this invitation for Bid and hereby submits this bid pursuant to such instructions and instructions.

Shannon Connors / COO

Type or Print Name & Title of Authorized Person

[Signature]

Signature of Authorized Person Submitting This Bid

3/29/16

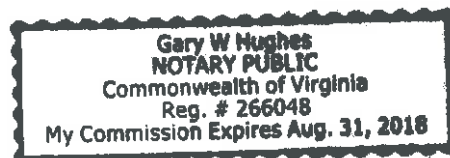
Date

SUBSCRIBED AND SWORN to before me by the above named

certified on the 29 day of March, 2016 cert

[Signature]

Notary Public in and for the State of Virginia



My commission expires: August 31, 2018

PLEASE RETURN THIS PAGE WITH BID SUBMISSION



PowerEdge R930

The Dell PowerEdge R930 rack server was specifically **designed** for the most demanding enterprise applications and features industry-leading internal storage and memory scalability to optimize application performance.

Accelerate enterprise applications with Dell's most powerful server featuring highly scalable processing, memory and internal storage. The R930 is the ideal foundation for:

- In-memory databases
- OLTP, OLAP
- CRM, ERP
- Unix to Linux migrations

Scalable performance

Leveraging the latest Intel® Xeon® processor E7 v3 product family (with up to 18 cores per processor), the four-socket R930 flexibly scales to optimize transaction, operations and significantly reduce latency.

- Utilize all 72 processing cores to access up to 6TB (with 64GB DIMMs) DDR4 memory.
- Optimize performance across compute, memory and I/O with up to eight PCIe SSDs.
- Protect mission-critical and data-intensive applications with Intel E7 RAS features.

Accelerate applications

Reduce licensing costs using the extensive internal resources of a single R930 to accelerate applications and optimize compute processing. With 96 DIMM slots and 24 hard drives, the R930 can easily adapt to the demands of any workload.

- Cost-effectively scale memory using lower-cost, smaller DIMMs.
- Architect internal storage with SSDs and SAS drives to optimize for specific applications.
- Double I/O bandwidth utilizing dual PCIe 3.0 RAID cards.

Innovative management with intelligent automation

The Dell OpenManage portfolio simplifies and automates server lifecycle management tasks by leveraging the incomparable agent-free capabilities of the embedded Dell Remote Access Controller (iDRAC) with Lifecycle Controller. With this technology, server deployment, configuration and updates are streamlined across the OpenManage portfolio and through integration with third-party management solutions. Monitoring and control of Dell and third-party data center hardware is provided by OpenManage Essentials and with anytime, anywhere mobile access, through OpenManage Mobile. OpenManage Essentials now also delivers Server Configuration Management capabilities that automates one-to-many bare-metal server and OS deployment, providing quick and consistent replication of configurations and ensures compliance to a predefined baseline configuration with automated drift detection.

PowerEdge R930

- Latest Intel Xeon E7-8800 v3 and E7-4800 v3 processors
- Up to 96 DIMMs DDR4 memory
- Supports up to 8 Express Flash NVMe PCIe SSDs
- Up to 10 PCIe 3.0 slots

Feature	Technical specification
Form factor	4U
Processor	Intel Xeon E7-4800 v3 and E7-4800 v3 processors
Processor sockets	4
Internal interconnect	Intel QuickPath Interconnect (QPI)
Cache	Up to 45/45
Chipset	Intel C602J
Form Factor	4U
Chassis dimensions	H: 6.0" (152.4mm) W: 18.9" (480.1mm) D: 31.09" (792.3mm) with PSU and bezel D: 31.01" (787.7mm) with PSU and without bezel
Memory	8x DIMM slots: 8GB/16GB, 32GB/64GB, RDIMM, LR-DIMM up to 130GB
I/O slots	Up to 10 PCIe Gen3 slot + 1 RAID slot + 1 NDC slot
RAID controllers	Internal controllers: PERC H330, PERC H730P External HBAs (RAID): PERC H730 External HBAs (non-RAID): 12Gbps SAS HBA
Hard drives	2.5" SATA/SAS SSD, SAS HDD (15K, 10K), nearline SAS HDD (7.2K) 2.5" PCIe SAS Dell PowerEdge NvMe Express Flash PCIe SSD
Drive bays	Up to 24 2.5" hot-plug 12Gb SAS HDD or SAS/SATA SSD Up to 3 front-accessible Express Flash NvMe PCIe SSD (PCIe 3.0)
Embedded NIC	Refer to Dell.com/poweredge for the supported NICs
Remote management	iDRAC with Lifecycle Controller iDRAC Express (default) iDRAC Enterprise (upgrade option) 1GB or 16GB iFlash media (upgrade option)
Systems Management	IPMI 2.0 compliant Dell OpenManage Essentials Dell OpenManage Mobile Dell OpenManage Power Center Dell OpenManage Integration: <ul style="list-style-type: none"> Dell OpenManage Integration Suite for Microsoft System Center Dell OpenManage Integration for VMware vCenter Dell OpenManage Connectors: <ul style="list-style-type: none"> HP Operations Manager, IBM Tivoli® Netcool, and CA Network and Systems Management Dell OpenManage Plug-in for Oracle Database Manager
Power supplies	Hot-plug redundant PSU: 750W AC, 1100W AC
Availability	Hot-plug hard drive, hot-plug redundant power, hot-plug redundant fans, ECC memory, internal dual SD module
Operating systems	Microsoft Windows Server® 2012 R2 (includes Hyper-V) Microsoft Windows Server 2012 (includes Hyper-V) Novell® SUSE® Linux Enterprise Server Red Hat® Enterprise Linux® VMware vSphere® ESXi® For more information on possible versions and a full list, visit Dell.com/OSsupport
OEM-ready version available	From bezel to packaging, your servers can look and feel as if they were designed and built by you. For more information, visit Dell.com/DEM .
Recommended support	Dell ProSupport Plus for critical systems or Dell ProSupport for premium hardware and software support for your PowerEdge solution. Consulting and deployment offerings are also available. Contact your Dell representative today for more information. Availability and terms of Dell Services vary by region. For more information, visit Dell.com/ServiceDescriptions

End-to-end technology solutions

Reduce IT complexity, lower costs and eliminate inefficiencies by making IT and business solutions work harder for you. You can count on Dell for end-to-end solutions to maximize your performance and uptime. A proven leader in Servers, Storage and Networking, Dell Enterprise Solutions and Services deliver innovation at any scale. And if you're looking to preserve cash or increase operational efficiency, Dell Financial Services™ has a wide range of options to make technology acquisition easy and affordable. Contact your Dell Sales Representative for more information.**

Learn More at Dell.com/PowerEdge

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Dell ProSupport Mission Critical

Get your business up and running in minutes, not hours or days

Dell understands time is money

Every minute of unplanned downtime is lost productivity; and quite often, lost revenue. So that you can reduce recovery time from days to hours, Dell offers the Mission Critical option with Dell ProSupport.

Mission Critical is Dell's most rapid resolution option, allowing you to choose from 2, 4, or 8-hour onsite parts and/or labor. Rely on Dell's proven and reliable Critical Situation process to get you back up and running fast.

Key features of Dell ProSupport with Mission Critical

Onsite Response – 2-Hour, 4-Hour or 8-Hour onsite service* with 6-hour hardware repair available 24x7, including holidays. 2-hour response is not available on desktops; availability may vary by country

CritSit Procedures – Severity level 1 issues will be reviewed by Dell and may be nominated for CritSit incident coverage through Dell Global Command Centers.

Emergency dispatch – Onsite service technician dispatched in parallel with phone-based troubleshooting when you declare a Severity level 1 incident.

Priority production – In the event of a critical situation caused by natural disaster or other event normally excluded from limited warranty, Dell will expedite production of a new system(s).

Storage fault monitoring – Alerts from storage fault monitoring helps you maximize uptime by identifying and correcting potential issues before they occur.

**Shift Resources
from Maintenance
to Momentum.**

Key features of Dell ProSupport

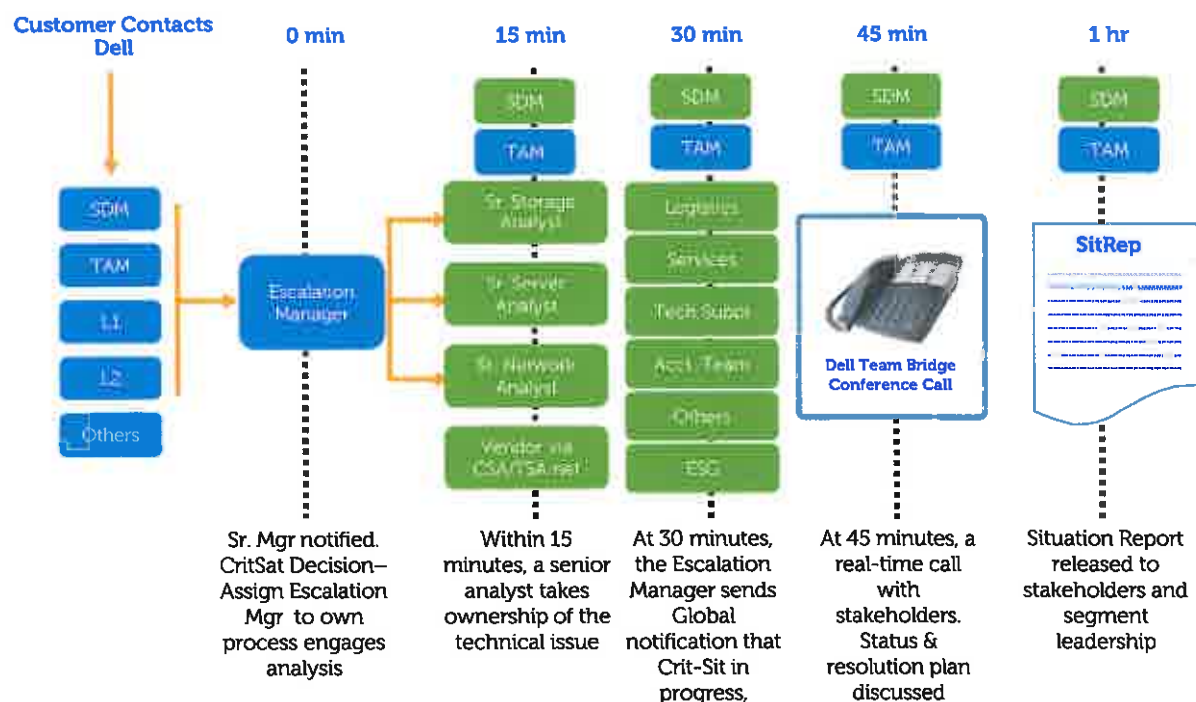
During critical situation events, Dell Global Command Centers will activate our CritSit Process to help ensure that our expert resources are mobilized to get you back up and running fast.

Dell's CritSit Process includes:

A Dell Escalation Manager is assigned to your escalation, from there...

- Dell's end-to-end Critical-Situation process helps ensure expert resources are mobilized to get you back up and running fast
- Emergency Dispatch for simultaneous phone and onsite troubleshooting to assist with Severity 1 situations
- Priority Production** to expedite units for critical issues

Fast & focused resolution, during "critical situation" events



Dell ProSupport with Mission Critical is only available for purchase with a Dell ProSupport service contract.

For more information about any of our service offerings, please contact your Dell representative or visit www.dell.com

Applications Business Process Consulting Infrastructure Support



****Priority Production** - In the event of a critical situation caused by natural disaster or other event normally excluded from limited warranty, Dell will expedite production of a new system.

Product and service availability varies by country. For more information, visit www.dell.com/servicedescriptions. *May be provided by third-party. Technician will be dispatched, if necessary, following phone-based troubleshooting. Availability varies. See dell.com/service contracts for details. © 2010 Dell Inc. All rights reserved



SIRIS 2

ENTERPRISE BUSINESS CONTINUITY BUILT FROM THE GROUND UP

SIRIS 2
Business
500GB to 2TB

SIRIS 2
Professional
1TB to 5TB

SIRIS 2
Enterprise
5TB to 60TB

Virtual
SIRIS
1TB to 50TB



Datto SIRIS 2 delivers the most aggressive Recovery Time Objective (RTO) of any backup, recovery, and business continuity solution available today. It is the ideal solution for businesses for whom downtime is not an option. SIRIS 2 offers the best protection for a business's mission-critical applications, delivered via the most robust and flexible technology on the market today.

Datto SIRIS 2 is the only backup, recovery, and business continuity solution to offer instant local and off-site virtualization, Screenshot Backup Verification™, and Backup Insights™ all from one simple management interface.

Datto SIRIS 2 features improvements that make it easier to deploy, scale and manage than ever before. ownCloud on SIRIS gives users the capability to sync and share files from a local SIRIS device no matter where they are. The powerful Backup Insights tool gives you a complete picture of how files and folders have changed over time, adding versioning to the robust file restore capabilities.

Full off-site file restores are now possible, too—in a true disaster, you can recover key documents even before the lightning-fast off-site virtualization process has begun, right from the management portal. And perhaps most importantly, it is more straightforward than ever to realize maximum revenue from cloud storage with full billing integration for ConnectWise.

Datto SIRIS 2 is available in four distinct lines to better fit the needs of a wide array of small, medium, and enterprise customers. SIRIS 2 Business packs serious performance in a convenient mini-tower, while SIRIS 2 Professional and SIRIS 2 Enterprise deliver breakthrough rackmount performance, with up to 60TB in backup storage and 1TB RAM. Virtual SIRIS protects both virtual and physical systems, with local storage capacity ranging from 1TB to 50TB.

For mission-critical applications of all sizes, the entire SIRIS family gives you the absolute best in business continuity to protect Windows and Linux machines.

Hybrid Cloud

Datto utilizes Hybrid Cloud technology to improve redundancy and give users greater protection of their systems and data. Hybrid Cloud continuity is simple in concept yet robust in feature set; it leverages the advantages of local backup and the security of the cloud.

It starts with workstations and servers protecting data locally across the Local Area Network (LAN) to the Datto appliance. From there it is automatically transmitted to the secure Datto Cloud. This technology improves fault tolerance while reducing the reliance on bandwidth speed. The local Datto device can act as a restore hub for everything from files to application and system fail over, it can also act as a staging environment for off-site transfer. Scheduling off-site data transfers can be critical for bandwidth management and carries no risk of having unsaved backups. In addition, should the local device be compromised, data that was transferred to the Datto Cloud can act as a replica site for the business. A local only backup option cannot ensure data integrity should a site wide disaster occur. Image-based backup is a superior technology vs. outdated tape and disc.

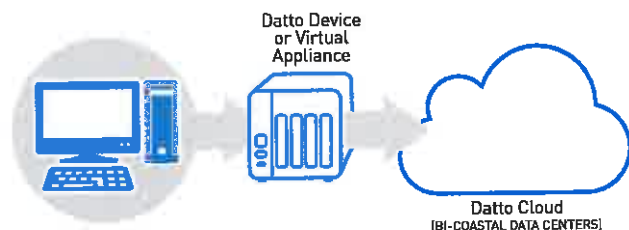
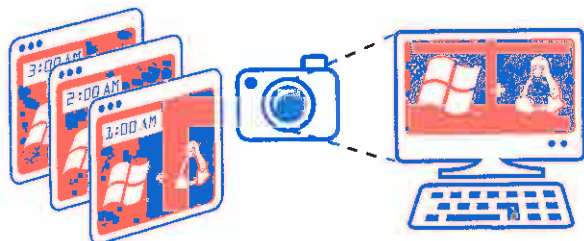


Image-Based Backup

Datto SIRIS 2 uses image-based backup technology to take a complete picture of the workstation or server. Advantages include quick full system restores, easy recovery of individual files, bare metal restores (BMR) capability, and the ability to boot individual backups as virtual machines.



eDiscovery Software

eDiscovery gives Datto users the ability to search keywords within their backup data, emails, and attachments and review in an easy to read format. Powered by the industry-leading Kroll Ontrack software, it is compatible with dozens of file formats and systems including Microsoft Exchange, SharePoint, and SQL server.

Screenshot Backup Verification

No more guessing if your backup is working properly. SIRIS 2 boots backups as virtual machines, capturing an image of the login page to give you visual proof that your data has been successfully backed up. An industry first.



Instant Local Virtualization

Should a business experience a server failure, the system can be virtualized instantly on the Datto device. The advanced web interface allows for configuration of CPU and memory resources. Networking resources can also be configured dynamically, allowing for changes to be made without restarting the virtual machine. With the system now virtualized, the business can operate "business as usual" until it has the time to fix its server issue, without compromising any data or incurring any downtime.

Instant Off-Site Virtualization

Datto protects clients from site-wide outages using instant off-site virtualization. In the event of a local disaster such as a fire or flood, the entire network can be recreated in the secure Datto Cloud in a matter of minutes. Secure connections are provided to employees and a business can resume normal operations.

Inverse Chain Technology™

Datto's proprietary Inverse Chain Technology eliminates the problem of broken backup chains—the place where most issues arise in the backup process.

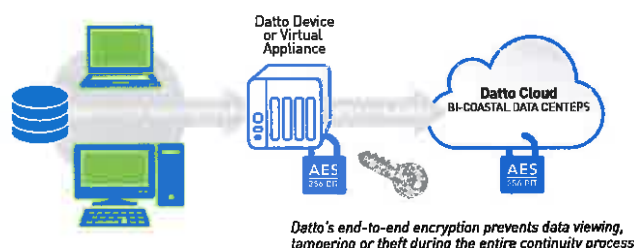
Each time a backup occurs data is saved in a universal virtual file format (VMDK). These backups are not dependent on previous snapshots, giving you the freedom to change retention and delete snapshots without resetting the chain or having to take a new base image. Since each backup is a fully bootable virtual machine, there is no need for complex, time-consuming conversion processes before performing a restore. Data is always available immediately, both on and off-site, for near instantaneous recovery and virtualization.

ShadowSnap™ by StorageCraft®

Datto uses ShadowSnap by StorageCraft to create image-based backups. ShadowSnap features multiple backup methods: application-aware VSS snapshots by default and the StorageCraft Volume Snapshot Manager direct method as a safety net. ShadowSnap is particularly useful in performing bare metal restores as it supports recovery on dissimilar hardware.

End-to-End Encryption

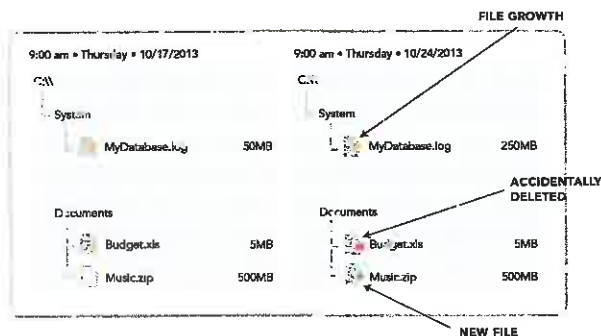
All data is protected by AES-256 encryption both in transit and in the cloud. Additionally, users have the option to encrypt data locally, and passphrases can be specified per appliance or per protected machine to meet compliance regulations.



Backup Insights™

Has a client ever asked to find a folder that was deleted, and you need to know when? Or, do you need to determine which files were affected by a virus? Datto's proprietary Backup Insights can give you the answers you need, fast.

Backup Insights has the ability to identify file and application changes between any two backup points. It recovers files and applications directly from the interface with almost no information about when they were lost or even where on the machine they resided. Users can intelligently track trends over time to see what files have been created, modified and deleted. This tool is extremely easy to use and can be accessed right from the user interface. In a matter of seconds you can simultaneously mount points and see all files broken down with an easy to read file tree.



Bare Metal Restore

Restore full machines quickly and efficiently through our Bare Metal Restore (BMR) process. Kick the process off with a PXE (network) boot, or just image a USB thumb drive with the included wizard. Go from physical machines to virtual (P2V) or vice versa with our unique dissimilar hardware tool that allows for maximum flexibility when restoring. No drives or cables are needed as the process runs over the local network.

Hot-Swappable Drive Bays

Datto's unmatched upgrade policy means you can deploy the appliance that fits your client today, then upgrade to a larger capacity unit later on. Hot-swappable drive bays mean most upgrades can be done right in the field.

Multiple Appliance Platforms

Virtual SIRIS supports VMware as an appliance platform. Our Intelligent Business Continuity solution can now be purchased as a virtual appliance on virtual infrastructure in addition to our physical hardware.

ownCloud on SIRIS

Datto is proud to partner with ownCloud to deploy the Enterprise Edition v7 of their solution to SIRIS 1, SIRIS 2 and Virtual SIRIS devices. This new best-in-class file sync and share utility lets users access files from anywhere using desktop or mobile clients and synchronizes changes to keep files up to date all while storing the data right on their SIRIS in their local infrastructure rather than relying on a public cloud. And because IT professionals manage the onsite hardware and can establish granular access restrictions, users get enterprise level simplicity and security unmatched by consumer file sharing services.

PSA and RMM Integration

Datto SIRIS 2 was designed from the ground up to integrate seamlessly with the remote monitoring and management (RMM) and professional services automation (PSA) tools that are the lifeblood of a managed services practice. SIRIS 2 devices are easily connected with Autotask, AVG Managed Workplace, ConnectWise, GFI Max and Kaseya. Keep tabs on your fleet, set up alerts and notifications, and track billing and setup across your client base. All of this means less time spent on technology and more time invested in growing your business.



Solutions for businesses of any size:



To convert your existing device to a Datto SIRIS 2 use our GENESIS 2 USB-based imaging solution. To learn more go to www.datto.com/products/genesis

	Datto SIRIS 2	Virtual SIRIS	Virtual ALTO	Datto ALTO XL	Datto ALTO 2	Datto NAS
	Medium to enterprise businesses	Medium to enterprise businesses	Medium to enterprise businesses	Small to medium businesses	Small businesses	Businesses of any size
Instant On-Site Virtualization	✓	✓				
Instant Off-Site Virtualization	✓	✓	✓	✓	✓	
Hybrid Virtualization™			✓	✓	✓	
Local and Off-Site File Level Restore	✓	✓	✓	✓	✓	✓
VMK/VHD Export	✓	✓	✓ ¹	✓	✓	
Inverse Chain Technology™	✓	✓	✓	✓	✓	✓
RoundTrip Device Seeding	✓	✓	✓ ²	✓	✓	✓
Screenshot Backup Verification	✓	✓	✓ ³	✓	✓	
Bare Metal Restore	✓	✓	✓ ⁴	✓	✓	
Granular Exchange and SharePoint Recovery	✓	✓	✓	✓	✓	
End-to-End Encryption	✓	✓	✓	✓		
Unlimited Cloud Storage Capabilities	✓	✓	✓	✓	✓	✓
Backup Insights™	✓	✓	✓	✓		
ownCloud on SIRIS	✓	✓				
Unlimited Agent Licensing	✓	✓	✓	✓		
24/7/365 Technical Support	✓	✓	✓	✓	✓	✓
Appliance Type	Physical	Virtual	Virtual	Physical	Physical	Physical
Deploy to paid VMware vSphere	N/A	✓	✓	N/A	N/A	N/A
Deploy to VMware vSphere Free Hypervisor	N/A		✓	N/A	N/A	N/A
Deploy to Microsoft Hyper-V	N/A		✓	N/A	N/A	N/A
Deploy to Citrix XenServer	N/A		✓	N/A	N/A	N/A

1. USB Export not available on Virtual ALTO for Hyper-V or XenServer platforms.
2. Device seeding on Virtual ALTO for Hyper-V and XenServer platforms requires Datto-provided RoundTrip NAS unit (personal drives not supported).
3. Screenshot Backup Verification not available on Virtual ALTO for Hyper-V or XenServer platforms.
4. Bare Metal Restore not available on Virtual ALTO for Hyper-V or XenServer platforms.



Datto devices use the award-winning ShadowSnap™ by StorageCraft agent to capture data change on Windows systems.

datto

Corporate Headquarters

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United States
partners@datto.com
www.datto.com
888-294-4312

Regional Offices

Boston, MA 800-521-4984
Toronto, CAN 877-811-0577
Reading, UK +44 (0) 116 402-9606

About Datto

Datto is an innovative provider of comprehensive backup, recovery and business continuity solutions used by thousands of managed service providers worldwide. Datto's 140+ PB purpose-built cloud and family of software and hardware devices provide Total Data Protection, everywhere business data lives, for businesses of every size.

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8/10/2015

Protect your data no matter where it lives with Datto's complete product line



• SIRIS 2
• Virtual SIRIS



• ALTO 2
• ALTO XL
• Virtual ALTO



• Office 365
• Google Apps
• Salesforce
• Social Media

The Datto Cloud: Uncompromising Security & Constant Availability

THE DATTO CLOUD:
SECURE CONTROLS
SECURE MANAGEMENT
REDUNDANT DATA CENTERS
RELIABLE INFRASTRUCTURE

Secure Controls

Datto's data centers are compliant with the Service Organization Control (SOC 1/ SSAE 16 and SOC 2) reporting standards. Renowned as the predominant credential for data centers, the criteria for SOC auditing are set forth by the American Institute of Certified Public Accountants. The operational controls and activities of Datto's facilities are audited annually in order to maintain compliance.*

Secure Management

Datto's Cloud Engineering team proactively monitors and maintains the servers of the Datto Cloud. This includes ensuring the health and optimization of hardware, overseeing OS updates, and conducting reactionary fixes for any security exploits either published or discovered. The Datto Engineering team is on-call 24/7 for emergency support.

Encryption: Data remains AES-256 bit encrypted during the entire synchronization, storage, and replication process

Data Security: Datto Cloud Engineering's access to node servers is authenticated via a unique RSA SSH key, and root permission is guarded by a robust 22-character minimum **passcode**.**

Physical Access: Physical access is guarded 24/7 by personnel, biometric scanning, and activity logging.

Remote Access: Reverse SSH connections are utilized when providing any remote web services.

Redundant Data Centers

Datto's geographically diverse cloud is comprised of five data centers internationally. All data is first synchronized to the primary facility in Pennsylvania. A secondary location in Utah serves as means of replication for the primary data center. All sites are capable of providing users remote access to protected files and systems in the case of a disaster.

Corporate Headquarters

Datto, Inc.
101 Merritt 7, Norwalk, CT 06851
United States
partners@datto.com • www.datto.com
800.294.6312

Regional Offices

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Boston, MA 800.571.4984
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6/12/15


**140+ PETABYTES
PROTECTED**
**1 MILLION
BACKUPS PER WEEK**
**5 MILLION
ENDPOINTS PROTECTED**
**3,000+
DISASTERS RECOVERED**

Reliable Infrastructure

The data centers themselves are TIER 3 rated according to the American National Standards Institute (ANSI/TIA-942). This means that all infrastructure components are fully fault-tolerant, which translates to a minimum guaranteed uptime of 99.982%. This acts as a safeguard against the failure of any given piece of equipment required for data center functionality, infrastructure redundancy, and ensures that the Datto Cloud remains intact and operational.

Power: Two utility feeds, N+1 generators, and 2 dual module UPS battery systems supply Datto's servers.

Networking: Diverse physical entry points and load balancing across three Internet Service Providers (ISP).

Cooling: Industry-grade passive and active HVAC systems regulate temperature and humidity.

Fire Protection: Waterless FM200 systems use vapor to extinguish fires in 10 seconds while neither conducting electricity nor causing harm to occupants.

* SOC reports and bridge/gap letters may be released to partners upon request, but Datto does not publish them to the web.

** Agent data encrypted prior to cloud syncing cannot be decrypted off-site without the partner entering their private key in the partner portal.

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6/12/15

Microsoft Certified Professional Transcript

Last Activity Recorded : October 16, 2013
Microsoft Certification ID : 7037817

Microsoft
CERTIFIED
Professional

IAN MACCALL
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CHARLOTTESVILLE, Virginia 22903 US
immaccall@gmail.com

ACTIVE MICROSOFT CERTIFICATIONS:

Microsoft Specialist

Certification Number :	F490-3493	Achievement Date :	12/01/2015
Certification/Version :	Windows 7, Configuring		
Certification Number :	F490-3492	Achievement Date :	12/01/2015
Certification/Version :	Windows 7, Enterprise Desktop Administrator		
Certification Number :	E114-2551	Achievement Date :	12/26/2012
Certification/Version :	Administering Office 365 for Small Business		

Microsoft® Certified Solutions Associate

Certification Number :	D992-4039	Achievement Date :	04/16/2012
Certification/Version :	Windows 7		

Microsoft® Certified IT Professional

Certification Number :	D097-8001	Achievement Date :	03/24/2011
Certification/Version :	Enterprise Desktop Administrator on Windows 7		

Microsoft® Certified Technology Specialist

Certification Number :	E014-8431	Achievement Date :	09/24/2012
Certification/Version :	Windows Small Business Server 2011, Configuring		
Certification Number :	D943-0099	Achievement Date :	07/03/2012
Certification/Version :	Windows Server 2008 Network Infrastructure, Configuration		
Certification Number :	D691-6101	Achievement Date :	03/21/2012
Certification/Version :	Windows 7 and Office 2010, Deployment		
Certification Number :	D097-8000	Achievement Date :	05/06/2010
Certification/Version :	Windows 7, Configuration		

Microsoft Certified Professional

Certification Number :	E114-2552	Achievement Date :	12/26/2012
Certification/Version :	Microsoft Certified Professional		

LEGACY MICROSOFT CERTIFICATIONS:

Microsoft Certified Systems Engineer

Certification Number :	D606-3102	Achievement Date :	01/05/2012
Certification/Version :	Windows Server 2003		

Microsoft Certified Professional

Certification Number :	D097-7983	Achievement Date :	07/17/2009
Certification/Version :	Microsoft Certified Professional		

Microsoft® Certified Professional Transcript

MICROSOFT CERTIFICATION EXAMS COMPLETED SUCCESSFULLY :

Exam ID	Description	Date Completed
410	Installing and Configuring Windows Server 2012	Oct 16, 2013
324	Administering Office 365 for Small Business	Dec 26, 2012
169	TS: Windows Small Business Server 2011, Configuration	Sep 24, 2012
642	Windows Server 2008 Network Infrastructure, Configuring	Jul 03, 2012
681	TS: Windows 7 and Office 2010, Deploying	Mar 21, 2012
294	Planning, Implementing, and Maintaining a Microsoft Windows Server 2003 Active Directory Infrastructure	Jan 05, 2012
293	Planning and Maintaining a Microsoft Windows Server 2003 Network Infrastructure	Sep 22, 2011
297	Designing a Microsoft Windows Server 2003 Active Directory and Network Infrastructure	Jun 28, 2011
686	PRO: Windows 7, Enterprise Desktop Administrator	Mar 24, 2011
291	Implementing, Managing, and Maintaining a Microsoft Windows Server 2003 Network Infrastructure	Nov 11, 2010
680	TS: Windows 7, Configuring	May 06, 2010
290	Managing and Maintaining a Microsoft Windows Server 2003 Environment	Mar 18, 2010
282	Designing, Deploying and Managing a Network Solution for the Small and Medium-sized Business	Jul 17, 2009

Microsoft Certified Professional Transcript

Last Activity Recorded : January 03, 2012
Microsoft Certification ID : 6638497



MICHAEL T DONLON
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ACTIVE MICROSOFT CERTIFICATIONS:

Microsoft Specialist

Certification Number :	F489-6459	Achievement Date :	12/01/2015
Certification/Version :	Windows 7, Configuring		
Certification Number :	F489-6458	Achievement Date :	12/01/2015
Certification/Version :	Windows 7, Enterprise Desktop Administrator		

Microsoft® Certified Solutions Associate

Certification Number :	D992-2865	Achievement Date :	04/16/2012
Certification/Version :	Windows 7		

Microsoft® Certified IT Professional

Certification Number :	D034-0223	Achievement Date :	02/17/2011
Certification/Version :	Enterprise Desktop Administrator on Windows 7		
Certification Number :	D034-0214	Achievement Date :	10/02/2009
Certification/Version :	Enterprise Support Technician on Windows Vista		

Microsoft® Certified Technology Specialist

Certification Number :	D500-0971	Achievement Date :	09/28/2011
Certification/Version :	Windows Small Business Server 2008, Configuration		
Certification Number :	D034-0222	Achievement Date :	02/17/2011
Certification/Version :	Windows 7, Configuration		
Certification Number :	D034-0213	Achievement Date :	10/02/2009
Certification/Version :	Microsoft Windows Vista, Configuration		

Microsoft Certified Professional

Certification Number :	F090-7084	Achievement Date :	04/16/2012
Certification/Version :	Microsoft Certified Professional		

LEGACY MICROSOFT CERTIFICATIONS:

Microsoft Certified Systems Administrator

Certification Number :	B954-2807	Achievement Date :	10/02/2009
Certification/Version :	Windows Server 2003		

Microsoft Certified Desktop Support Technician

Certification Number :	B954-2808	Achievement Date :	01/26/2009
Certification/Version :	Windows XP		

Microsoft Certified Professional

Microsoft Certified Professional Transcript

Certification Number: B954-2803
Certification/Version: Microsoft Certified Professional

Achievement Date: 12/23/2008

MICROSOFT CERTIFICATION EXAMS COMPLETED SUCCESSFULLY:

Exam ID	Description	Date Completed
293	Planning and Maintaining a Microsoft Windows Server 2003 Network Infrastructure	Jan 03, 2012
653	TS: Windows Small Business Server 2008, Configuring	Sep 28, 2011
680	TS: Windows 7, Configuring	Feb 17, 2011
686	PRO: Windows 7, Enterprise Desktop Administrator	Feb 04, 2011
621	Upgrading your MCDST Certification to MCITP Enterprise Support	Oct 02, 2009
291	Implementing, Managing, and Maintaining a Microsoft Windows Server 2003 Network Infrastructure	Aug 20, 2009
290	Managing and Maintaining a Microsoft Windows Server 2003 Environment	Mar 13, 2009
272	Supporting Users and Troubleshooting Desktop Applications on a Microsoft Windows XP Operating System	Jan 26, 2009
271	Supporting Users and Troubleshooting a Microsoft Windows XP Operating System	Dec 23, 2008

Last Activity Recorded : October 01, 2014
Microsoft Certification ID : 10925891

Microsoft
CERTIFIED
Professional

STEPHEN BAYNE
876 Jefferson Dr
Palmyra, Virginia 22963 US
sbayne@nwgsolutions.com

ACTIVE MICROSOFT CERTIFICATIONS:

Microsoft Certified Professional

Certification Number :	F016-2708	Achievement Date :	10/01/2014
Certification/Version :	Microsoft Certified Professional		

MICROSOFT CERTIFICATION EXAMS COMPLETED SUCCESSFULLY :

Exam ID	Description	Date Completed
687	Configuring Windows 8.1	Oct 01, 2014

Microsoft® Certified Professional Transcript

Last Activity Recorded : April 16, 2014
Microsoft Certification ID : 10298583

Microsoft
CERTIFIED
Professional

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ACTIVE MICROSOFT CERTIFICATIONS:

Microsoft Specialist

Certification Number :	F507-7316	Achievement Date :	12/01/2015
Certification/Version :	Windows 7, Configuring		

Microsoft Certified Professional

Certification Number :	F160-6443	Achievement Date :	04/16/2014
Certification/Version :	Microsoft Certified Professional		

Microsoft® Certified Technology Specialist

Certification Number :	E782-3283	Achievement Date :	04/16/2014
Certification/Version :	Windows 7, Configuration		

MICROSOFT CERTIFICATION EXAMS COMPLETED SUCCESSFULLY:

Exam ID	Description	Date Completed
680	TS: Windows 7, Configuring	Apr 16, 2014

Microsoft Certified Professional Transcript

Last Activity Recorded : March 18, 2016
Microsoft Certification ID : 12462960

Microsoft
CERTIFIED
Professional

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ACTIVE MICROSOFT CERTIFICATIONS:

Microsoft Certified Professional

Certification Number :	F626-6912	Achievement Date :	03/18/2016
Certification/Version :	Microsoft Certified Professional		

MICROSOFT CERTIFICATION EXAMS COMPLETED SUCCESSFULLY:

Exam ID	Description	Date Completed
687	Configuring Windows 8.1	Mar 18, 2016

Microsoft Certified Professional Transcript

Last Activity Recorded : March 25, 2016
Microsoft Certification ID : 12464838

Microsoft
CERTIFIED
Professional

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ACTIVE MICROSOFT CERTIFICATIONS:

Microsoft Certified Professional

Certification Number :	F634-5813	Achievement Date :	03/25/2016
Certification/Version :	Microsoft Certified Professional		

MICROSOFT CERTIFICATION EXAMS COMPLETED SUCCESSFULLY :

Exam ID	Description	Date Completed
687	Configuring Windows 8.1	Mar 25, 2016

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

Meeting Date: May 4, 2016

AGENDA TITLE:	State Water Resources Plan Briefing				
MOTION(s):	N/A				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Steven M. Nichols, County Administrator				
PRESENTER(S):	Tammy D. Stephenson, Program Coordinator, Office of Water Supply, Virginia DEQ				
RECOMMENDATION:					
TIMING:					
DISCUSSION:					
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: May 4, 2016

AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Regular Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, April 13, 2016 Regular Meeting, be adopted.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft minutes for April 13, 2016				
REVIEWS	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
April 13, 2016
Public Hearing 7:00 pm

MEMBERS PRESENT: Mike Sheridan, Columbia District, Chair
Mozell Booker, Fork Union District, Vice Chair
Patricia Eager, Palmyra District
Tony O'Brien, Rivanna District
Donald W. Weaver, Cunningham District

ALSO PRESENT: Steven M. Nichols, County Administrator
Eric Dahl, Finance Director
Kelly Belanger Harris, Clerk to the Board of Supervisors

CALL TO ORDER
At 7:02pm, Chair Sheridan called the Meeting of April 13, 2016 to order.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

ADOPTION OF AGENDA

MOTION
Mrs. Booker moved to accept the Agenda for the April 16, 2016, Special Meeting-Public Hearing of the Board of Supervisors, as presented. Mr. O'Brien seconded and the Agenda was adopted by a vote of 5-0. AYES: Sheridan, Booker, Eager, & Weaver. NAYS: None. ABSENT: None.

PUBLIC HEARING
FY17 Operating Budget and FY16-20 CIP—Eric Dahl, Finance Director, offered summary and update on the FY17 Operating Budget and FY17-21 Capital Improvements Plan (CIP) and 2016 Tax Rates.
Chair Sheridan asked for questions from the Board.
Hearing no questions from the Board, Chair Sheridan opened the Public Hearing.

- Mike Lawson, Troy, Palmyra District, spoke regarding ways to close tax loopholes by changing and enforcing real estate assessment policies.

There being no one else wishing to speak, Chair Sheridan closed the Public Hearing at 7:14pm.

UNFINISHED BUSINESS
None.

NEW BUSINESS
Mr. Nichols displayed a Directory of Services created by the 2016 FLDP class—A directory of services in the county (non-County services.)

ADJOURN
MOTION:
At 7:20 pm Mrs. Booker moved to adjourn the meeting of Wednesday, April 16, 2016. Mr. O'Brien seconded and the motion carried with a vote of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

John M. Sheridan
Chairperson

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: May 4, 2016

AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Regular Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, April 20, 2016 Regular Meeting, be adopted.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft minutes for April 20, 2016				
REVIEWS	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
April 20, 2016
Regular Meeting 7:00 pm

MEMBERS PRESENT:

John M. (Mike) Sheridan, Columbia District, Chair
Mozell Booker, Fork Union District, Vice Chair
Patricia Eager, Palmyra District
Tony O'Brien, Rivanna District
Donald W. Weaver, Cunningham District

ALSO PRESENT:

Steven M. Nichols, County Administrator
Fred Payne, County Attorney
Eric Dahl, Finance Director
Kelly Belanger Harris, Clerk to the Board of Supervisors

CALL TO ORDER

At 7:05 pm, Chair Sheridan called the Regular Meeting of April 20, 2016 to order.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

ADOPTION OF AGENDA

Mrs. Booker requested to add to New Business: Rotating the Chair. Following consent to add the item to New Business,

MOTION

Mrs. Booker moved to accept the Agenda for the April 20, 2016, Regular Meeting of the Board of Supervisors, with changes. Mr. Weaver seconded and the Agenda was adopted by a vote of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

SPECIAL PRESENTATIONS – RETIREMENTS AND DEPARTURES

Steven M. Nichols, County Administrator, called forward Building Official Mr. Darius Lester and, noting that Mrs. Nelle Carter, Public Works, was not present, Mr. Wayne Stephens. He read Certificates of Commendation upon the occasion of their retirements and the Board Chair presented the certificates to Mr. Lester, and in Mrs. Carter's absence, to Mr. Stephens. In the audience were current and former members of the Building Inspections staff.

Chair Sheridan next called forward Mr. Robert "Bobby" Popowicz, Community Development Director, to present a Certificate of Commendation in recognition of Mr. Popowicz's service to Fluvanna County since 2012. Mr. Popowicz will depart on April 22, 2016, to become the Town Manager of Dayton, Virginia.

COUNTY ADMINISTRATOR'S REPORT

Mr. Nichols reported on the following topics:

- Walter Hussey, Master Gardener
 - Received the 2016 Governor's Volunteerism and Community Service Award (Apr 18th at the Governor's Mansion) as the state-wide recipient in the Adult Volunteer category
 - He planned, mapped out, and implemented the 70-acre Meadow Management Program space at Pleasant Grove Park. Instrumental in developing partnerships with six state agencies and a long list of other organizations to get the project off the ground.
- Pleasant Grove Park Trails Team
 - Have finalized the new Trail Guide; finished up some trail reroutes; placing signs up along trails; completing other trail maintenance projects
- Fluvanna County High School Honors!
 - Silver Medal in U.S. News and World Report's Rankings of Best High Schools in America
 - National ranking as one of 2016's 100 Best WISE High Schools Teaching Personal Finance
- Community Business Forum - Planning underway
- Announcements and Updates
 - Jason Smith selected as new Director of Community and Economic Development
 - Aaron Spitzer appointed as Interim Director of Parks and Recreation
- Exterminator Services for Palmyra Rescue Facility? [Board approved]
- JRWA Project Update
 - Owners granted permission for access; Survey and due diligence work underway
- Request BOS Representative for County Audit Services Selection Review Committee
 - First week of May [Mrs. Eager will participate]
- Community Clean Up Day
 - Friday, April 22nd from 10am to 2pm - Join your neighbors in sprucing up our community.
 - Contact Fluvanna Parks and Recreation at 589-2016 or Public Works at 591-1925 for more information or to pick up trash bags.
- Don't forget to recognize County Staff and Community Members for their good deeds and special efforts
- Upcoming Meetings
 - Wed, May 4, 4:00 PM Regular Meeting Courtroom, Wed, May 18, 7:00 PM Regular Meeting Courtroom
 - Wed, Jun 1, 4:00 PM Regular Meeting Courtroom, Wed, Jun 15, 7:00 PM Regular Meeting Courtroom

BOARD OF SUPERVISORS UPDATES

Sheridan—Finance Committee Meeting postponed.
Booker—CSA Mini-Retreat, FUSD Board.
Eager—FLDP 2016 Graduation, Highland Luncheon with 5th District Congressman Robert Hurt.
Weaver—FLDP 2016 Graduation, Middle School Tour, PVCC on March 1, 2016.
O’Brien- FLDP 2016 Graduation, Rotary.

PUBLIC COMMENTS #1

At 7:31 pm Chair Sheridan opened the first round of Public Comments.
With no one else wishing to speak, Chair Sheridan closed the first round of Public Comments at 7:31pm. 7:30:48 PM

PUBLIC HEARING

SUP 16:03 – Eric MacKinnon – Small Home Industry—James Newman, Planner, brought forward a request for a special use permit to operate a small home industry with respect to 2 acres of Tax Map 11, Section 13, Parcel 8. The affected property is located on the west side of Bybees Church Road (Route 613), approximately one-half mile northeast of its intersection with Barnaby Road. Mr. Newman reported that the Planning Commission recommended approval at the March 23, 2016 Planning Commission meeting. Mr. Newman stated that the intended industry will be a home Reiki studio for seeing private clients, as well as support for Healthy 4 Life, LLC a franchise of Juice Plus. All shipping for Healthy 4 Life, LLC takes place through internet sales, with prospective clients coming to the house for Reiki healing sessions and product display. Chair Sheridan called for questions from the Board.
There being no questions, Chair Sheridan opened the Public Hearing.
Seeing no one wishing to speak, Chair Sheridan closed the Public Hearing and called for discussion.
Chair Sheridan invited the applicants to speak, which they declined.

MOTION

Mrs. Booker moved that the Board of Supervisors approve SUP 16:03, a request to allow for a small home industry with respect to 2 acres of Tax Map 11, Section 13, Parcel 8, subject to the nine (9) conditions listed in the staff report. Mr. O’Brien seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver.
Conditions:

- 1. Prior to development of the site, a site development plan that meets the requirements of the Fluvanna County Zoning Ordinance, must be submitted for review and approval.
- 2. The site must meet all Virginia Department of Transportation requirements.
- 3. The site must meet the requirements set forth by the Virginia Department of Health.
- 4. The property shall be maintained in a neat and orderly manner so that the visual appearance from the road and adjacent properties is acceptable to County officials.
- 5. Hours of operation shall be Monday through Saturday 10:00 a.m. to 7:00 p.m.
- 6. The Board of Supervisors, or its representative, reserves the right to inspect the business for compliance with these conditions at any time.
- 7. A business sign will require a separate sign permit from the planning dept.
- 8. Any noise generated by the activity on this site shall be limited to the maximum decibel level allowed by Sec. 15.1-9 A. d. of the County Code.
- 9. Under Sec. 22-17-4 F (2) of the Fluvanna County Code, the Board of Supervisors has the authority to revoke a Special Use Permit if the property owner has substantially breached the conditions of the Special Use Permit.

ACTION MATTERS

Fiscal Year 2017 Operations Budget and Tax Rates —Eric Dahl, Finance Director, came before the Board with a request to approve the Fiscal Year 2017 Operations Budget and Tax Rates. Mr. Dahl focused on several notable items including Schools Funding, New Positions, County Staff Pay Plan, County Staff Health Insurance (Adopted), & a Capital Depreciation Fund. Mr. Dahl presented an updated version of the Staff Pay Plan that took into consideration questions and suggestions received throughout the Budget Process.
Mrs. Booker noted that the Fluvanna County Public Schools (FCPS) FY17 Budget included nearly \$650,000 in staffing costs. Mr. O’Brien highlighted the US News and World Report article that listed Fluvanna High School as a Top 50 High School in Virginia and further commented that as there has been little public comment on the prospect of a higher tax rate, he believes the tax rate should be raised to accommodate the schools’ request to hire additional staff to meet the increasing needs of students and staff.
Mrs. Eager expressed her desire to stay at the current tax rate, believing that the County’s high tax rate is inhibiting growth. Mr. Weaver concurred with Mrs. Eager.
Chair Sheridan shared that as he has spoken with citizens throughout the County and has heard appeals for both decreasing and raising the tax rate.
Mrs. Eager reiterated that businesses are sensitive to the tax rate and feels that Fluvanna County’s tax rate is inhibiting new growth.

MOTION

Mr. O’Brien moved the resolution entitled “A Resolution to Adopt the FY17 Operations Budget, Set the Tax Rates and Appropriate Funds” be adopted. The **2016 County Tax Rates** as moved:

Real Estate	\$0.914 per \$100 of assessed value
Public Service Corps.	\$0.914 per \$100 of assessed value
Mobile Homes	\$0.914 per \$100 of assessed value
Personal Property	\$4.35 per \$100 of assessed value
Machinery & Tools	\$2.00 per \$100 of assessed value

for a total Operating Budget of \$78,205,368.
Mrs. Booker seconded and the motion failed 2-3. AYE: Sheridan & O'Brien. NAY: Booker, Eager & Weaver. ABSENT: None.

Mrs. Booker moved that the resolution entitled "A Resolution to Adopt the FY17 Operations Budget, Set the Tax Rates and Appropriate Funds" be adopted. The **2016 County Tax Rates** as moved:

Real Estate	\$0.92 per \$100 of assessed value
Public Service Corps.	\$0.92 per \$100 of assessed value
Mobile Homes	\$0.92 per \$100 of assessed value
Personal Property	\$4.35 per \$100 of assessed value
Machinery & Tools	\$2.00 per \$100 of assessed value

for a total Operating Budget of \$78,375,998. Mr. O'Brien seconded and the motion failed 2-3. AYE: Booker & O'Brien. NAY: Sheridan, Eager & Weaver. ABSENT: None.

Mr. O'Brien moved that the resolution entitled "A Resolution to Adopt the FY17 Operations Budget, Set the Tax Rates and Appropriate Funds" be adopted. The **2016 County Tax Rates** as moved:

Real Estate	\$0.917 per \$100 of assessed value
Public Service Corps.	\$0.917 per \$100 of assessed value
Mobile Homes	\$0.917 per \$100 of assessed value
Personal Property	\$4.35 per \$100 of assessed value
Machinery & Tools	\$2.00 per \$100 of assessed value

for a total Operating Budget of \$78,290,683. Mrs. Booker seconded and the motion passed 3-2. AYE: Booker, O'Brien, & Sheridan. NAY: Eager & Weaver. ABSENT: None.

Fiscal Year's 2017-2021 Capital Improvements Plan—Eric Dahl, Finance Director, presented the Capital Improvements Plan for Fiscal Year 2017-2021, focusing on the available proffer funds, large-scale improvements and renovations, and debt-service for the coming years.

MOTION
Mr. O'Brien moved the resolution entitled "Adoption of the FY2017-2021 Capital Improvements Plan" be adopted. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

Mr. Nichols paused to thank Chair Sheridan and the Supervisors for a thoughtful and productive Budget Season noting that the leadership of the Chair helped propel the budget in meaningful ways.

Reclassification of Administrative Position (Public Works) – Gail Parrish, Human Resources Manager, requested that the current Public Works Senior Program Assistant be reclassified as Administrative Program Specialist. With the retirement of Mrs. Nelle Carter, current Senior Program Assistant for Public Works, the position requirements were reviewed and the proposed additional and more complex duties require a different and more demanding skill set.

MOTION
Mrs. Booker moved the Senior Program Support Assistant – 1021 (Public Works) position be reclassified to Administrative Program Specialist -1051 (Public Works). Mr. O'Brien offered second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

Appointment to the Fluvanna Partnership for Aging – At-Large Position—Steven M. Nichols, County Administrator. With little discussion,

MOTION
Mr. Weaver moved to appoint Nan Weikert to the Fluvanna Partnership for Aging Committee At Large Position, replacing Deborrah Foreman, with a term to begin immediately and to terminate December 31, 2017. Mr. O'Brien seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver.

PRESENTATIONS
None.

CONSENT AGENDA
The following items were discussed before approval:

- AP Report and Payroll for March 2016*—Eric Dahl, Finance Director
- Staff Bonus for Temporary Assignment Duties (Sawyer)* – Steve Nichols, County Administrator
- Creation of Second Facilities Maintenance Specialist Position* – Steve Nichols, County Administrator
- Temporary Staff Stipend for Additional Duties (Newman)* – Steve Nichols, County Administrator
- Temporary Staff Stipend for Additional Duties (Black)* – Steve Nichols, County Administrator

The following items were approved under the Consent Agenda for February 17, 2016:
Minutes of the March 16, 2016 Meeting—Kelly Belanger Harris, Clerk to the Board
Minutes of the April 6, 2016 Meeting—Kelly Belanger Harris, Clerk to the Board
Fluvanna County Building Official Designation – Steve Nichols, County Administrator
Secondary Street Acceptance—Rosewood Manor—Robert Popowicz, Director of Community Development
Proclaiming April Fair Housing Month—Kelly Belanger Harris, Clerk to the Board

AP Report and Payroll for March 2016—Eric Dahl, Finance Director
Staff Bonus for Temporary Assignment Duties (Sawyer) – Steve Nichols, County Administrator
Creation of Second Facilities Maintenance Specialist Position – Steve Nichols, County Administrator
Temporary Staff Stipend for Additional Duties (Newman) – Steve Nichols, County Administrator
Temporary Staff Stipend for Additional Duties (Black) – Steve Nichols, County Administrator

MOTION

Mr. Weaver moved to approve the items on the Consent Agenda for April 20, 2016, and ratifying Accounts Payable and Payroll for March 2016, in the amount of \$1,751,884.42. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, and Weaver. NAY: None. ABSENT: None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Rotation of Board Chair—Mrs. Booker raised for discussion the idea of rotating the Board Chair on a regular basis, instead of electing a chair each year. Mr. Payne, referencing Virginia Code, pointed out that the Code is quite clear on the requirements and rules of Chair selection.

PUBLIC COMMENTS #2

At 9:24 pm Chair Sheridan opened the second round of Public Comments.
With no one wishing to speak, Chair Sheridan closed the first round of Public Comments at 9:24pm.

CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING

At 9:25pm, Mr. Weaver moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.3, & A.7 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Real Estate, and Legal Matters. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYE: Sheridan, Booker, Eager, O’Brien, Sheridan, and Weaver. NAY: None. ABSENT: None.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 10:46pm, Mr. Weaver moved that the 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.” Mrs. Booker seconded. The motion carried, with a roll call vote, of 5-0. AYES: Sheridan, Booker, Eager, O’Brien, and Weaver. NAYS: None. ABSENT: None.

ADJOURN

MOTION:

At 10:47 pm Mr. O’Brien moved to adjourn the Work Session meeting of Wednesday, April 20, 2016. Mrs. Booker seconded and the motion carried with a vote of 5-0. AYES: Sheridan, Booker, Eager, O’Brien, and Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

John M. Sheridan
Chair

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

Meeting Date: May 4, 2016

AGENDA TITLE:	Ratification of Purchase Action				
MOTION(s):	I move the Board of Supervisors ratify the purchase of office furniture totaling \$300.00 from Ms. Tristana P. Treadway.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Steve Nichols, County Administrator				
RECOMMENDATION:	Ratification				
TIMING:	Routine				
DISCUSSION:	<p>Request for the Board to ratify an authorized purchase of excess office furniture from Tristana P. Treadway, Clerk to the Circuit Court, who is selling excess furniture from her former private law practice.</p> <p>The items include two office desks and one desktop file storage unit.</p> <p>Total Costs: \$300.00</p> <p>The County had been in the process of ordering new furniture for two offices. Purchase of this used furniture will fully meet the County needs and will save ~\$500 of tax payer funds.</p>				
FISCAL IMPACT:	Net savings over purchase of new furniture.				
POLICY IMPACT:	The procurement is authorized by the Virginia Public Procurement Act. Formal ratification of the purchase is only be requested as a record keeping matter since the seller is an elected official.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX		XX		

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

Meeting Date: May 4, 2016

AGENDA TITLE:	Waiver of Fees for E911 Radio Project														
MOTION(s):	<p>I move to waive approximately \$7,005 in fees associated with the construction of the three public safety towers, including:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td>Sketch Plans (\$150 each)</td><td style="text-align: right;">\$ 450</td></tr> <tr> <td>Major Plans (\$1,100 each)</td><td style="text-align: right;">\$ 3,300</td></tr> <tr> <td>E&S Plan Review (\$250 each w/ \$100 resubmit)</td><td style="text-align: right;">\$ 750</td></tr> <tr> <td>E&S Permit (\$550 each)</td><td style="text-align: right;">\$ 1,650</td></tr> <tr> <td>Building Permits (approx. \$285 each)</td><td style="text-align: right;">\$ 855</td></tr> </table>					Sketch Plans (\$150 each)	\$ 450	Major Plans (\$1,100 each)	\$ 3,300	E&S Plan Review (\$250 each w/ \$100 resubmit)	\$ 750	E&S Permit (\$550 each)	\$ 1,650	Building Permits (approx. \$285 each)	\$ 855
Sketch Plans (\$150 each)	\$ 450														
Major Plans (\$1,100 each)	\$ 3,300														
E&S Plan Review (\$250 each w/ \$100 resubmit)	\$ 750														
E&S Permit (\$550 each)	\$ 1,650														
Building Permits (approx. \$285 each)	\$ 855														
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other										
				XX											
STAFF CONTACT(S):	Cheryl J. Elliott, Emergency Services Coordinator; Jason Stewart, Zoning Administrator														
PRESENTER(S):	Cheryl J. Elliott, Emergency Services Coordinator														
RECOMMENDATION:	Approval														
TIMING:	Immediate														
DISCUSSION:	<p>County projects such as the Public Safety Radio Project are exempt from the SUP processes under the zoning ordinance, telecommunication section. However, the project will still go through the site plan review and building department review processes.</p> <p>Staff recommends waiving all associated fees for planning & zoning, E&S review and permitting and building inspections.</p> <p>Ms. Elliott briefed the Planning Commission on March 23 on the radio project and the expected tower construction sites.</p> <p>SDP 16:04 – County of Fluvanna - Approval of a sketch plan to construct a 195’ self-support lattice tower and peripheral ground-equipment with respect to a portion of 196 acres of Tax Map 30, Section A, Parcel 3. The property is zoned A-1, Agricultural, General and is located on the north side of Thomas Jefferson Parkway (Route 53) approximately ¾ miles northwest of its intersection with James Madison Highway (Route 15). The property is located in the Fork Union Election District and is within the Rural Residential Planning Area.</p>														
FISCAL IMPACT:	None. Because the radio project is a county project, these fees would simply be transferring cash from one county account to another.														
POLICY IMPACT:	n/a														

LEGISLATIVE HISTORY:	n/a				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX				XX

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: 05/4/2016

AGENDA TITLE:	FY16 Department of Social Services Insurance Claim				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$1054.78 to the FY16 Social Services Budget to reflect reimbursement from an insurance claim for a vehicle.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>The County has received one reimbursement check from VACORP for damage to one Department of Social Services vehicle.</p> <ul style="list-style-type: none"> \$1054.78 – damages occurred 3/8/16 				
FISCAL IMPACT:	The FY15 General Fund budget revenues and expenditures will increase by \$1054.78				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	VaCorp Insurance Claim Letter				
REVIEWS	Legal	Finance	Purchasing	HR	Other
		X			



VACORP

March 17, 2016

Fluvanna County
Attn: Cyndi Toler
PO Box 540
Palmyra, VA 22963

1315 Franklin Road, SW
Roanoke, Virginia 24016

540.345.8500

toll free 888.822.6772

fax 540.345.5330

toll free 877.212.8599

Virginia Association of Counties Self-Insurance Risk Pool

Participant: Fluvanna County

Claim Number: 0322016155773

Date of Loss: 3/8/2016

Dear Ms. Toler:

Enclosed please find a VACORP property damage check in the amount of \$1,054.78 to cover the repair cost to the 2015 Ford Focus VIN #6315. This amount was determined by an estimate submitted by Scott's Paint & Body for \$1,554.78 after the \$500.00 policy deductible was applied.

If you should have any questions regarding this payment, please do not hesitate to contact our office.

Sincerely,

Brian Polhamus
Claims Associate

Enclosure – Check & Estimate



SCOTT'S PAINT & BODY INC.
"QUALITY IS NOT AN ACT, IT'S A HABIT"
2762 JAMES MADISON HWY, BREMO BLUFF, VA
23022
Phone: (434) 842-6118
FAX: (434) 842-9418

Workfile ID: 624d8a5c
Federal ID: 541438774
Resale Number: 0004627903

Preliminary Estimate

Customer: COUNTY OF FLUVANNA

Job Number:

Written By: Scott Hughes

Insured: COUNTY OF FLUVANNA
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
COUNTY OF FLUVANNA
132 MAIN ST
PALMYRA, VA 22963

Inspection Location:
SCOTT'S PAINT & BODY INC.
2762 JAMES MADISON HWY
BREMO BLUFF, VA 23022
Repair Facility
(434) 842-6118 Business

Insurance Company:

VEHICLE

Year: 2015	Body Style: 4D SED	VIN: 1FADP3F20FL376315	Mileage In:
Make: FORD	Engine: 4-2.0L-FI	License:	Mileage Out:
Model: FOCUS SE	Production Date: 8/2015	State:	Vehicle Out:
Color: Int:	Condition:	Job #:	

TRANSMISSION

5 Speed Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR

Dual Mirrors
Tinted Glass
Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Backup Camera w/Parking Sensors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
Front Side Impact Air Bags
Head/Curtain Air Bags

Positraction

Hands Free Device

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control
Stability Control
Power Trunk/Gate Release

Preliminary Estimate

Customer: COUNTY OF FLUVANNA

Job Number:

Vehicle: 2015 FORD FOCUS SE 4D SED 4-2.0L-FI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	ESTIMATE ONLY/FINAL BILL MAY BE DIFFERENT		1			
2		FRONT BUMPER					
3		O/H front bumper				3.5	
4	Repl	Bumper cover	F1EZ17757CAPTM	1	436.70	Ind.	2.8
5		Add for Clear Coat					1.1
6	Repl	LT Outer bracket	F1EZ17C9738	1	27.72	Ind.	
7	Repl	RT Outer bracket	F1EZ17C972A	1	24.93	Ind.	
8	Repl	Valance panel	F1EZ17626A	1	105.83	Ind.	
9	Repl	Lower grille S & SE, w/o upgrade pkg. chrome	F1EZ8200B	1	207.45	Ind.	
10		FRONT LAMPS					
11	R&I	RT R&I headlamp assy				0.3	
12	R&I	LT R&I headlamp assy				0.3	
13		RADIATOR SUPPORT					
14	Repl	Lower shield w/o ST	CP9Z8310A	1	71.38	Ind.	
15	Repl	Upper deflector w/o ST	CP9Z8312B	1	143.57	0.2	
16	#	Flex Additive		1	6.00 T		
17		OTHER CHARGES					
18	#	E.P.C.		1	5.00		
SUBTOTALS					1,028.58	4.3	3.9

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,017.58
Body Labor	4.3 hrs @	\$ 48.00 /hr	206.40
Paint Labor	3.9 hrs @	\$ 48.00 /hr	187.20
Paint Supplies	3.9 hrs @	\$ 34.00 /hr	132.60
Miscellaneous			6.00
Other Charges			5.00
Subtotal			1,554.78
Grand Total			1,554.78
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			1,554.78



BOS Directives and Tasks Status Report

Updated: Apr 27, 2016

Status	Date	Directive/Task/Request	Action By	Comments
Pending	6-May-15	Move forward with Business License Fee, Vehicle License Fee, Business Equip Tax Reviews	Finance/COR/Comm Dev	
Pending	3-Dec-14	Compile a comprehensive list of financial policies and agreements with FRA	ESC	
Pending	17-Jul-13	Prepare cash proffer guidance for consideration by the Board	Planning	
Pending	2-Jan-13	Review collection options for personal property taxes	Treasurer	
Ongoing	1-Aug-12	Investigate Carysbrook wells ("Thomasville") and the County's existing unused James River water intake to determine viability to support county water needs.	PW	
Ongoing	2-Mar-16	Research options for use of funds from energy savings project for Capital Depreciation, facility maintenance issues, etc.	PW	
Ongoing	2-Sep-16	Pursue Option 6 for the Emergency Radio Communications System Project.	ESC	
Complete	26-Apr-16	Add Palmyra Rescue Building to County Intrastate Pest Control contract.	PW	
Complete	16-Mar-16	Schedule a Budget Work Session on March 23, 2016, at 7:00 pm, at the Fluvanna Community Center.	Admin	Held in the Morris Room 3/23/2016
Complete	3-Feb-16	organize an Information Meeting regarding the Dewatering of the Dominion Bremo Power Plant Coal Ash Ponds.	Comm Dev	meeting held 02/10/2016
Complete	6-Jan-16	membership requirements for the Thomas Jefferson Area Community Criminal Justice Board (TJACCJ)	County Administrator	Jeff Haislip appointed 01/20/2016
Complete	6-Jan-16	prepare an appointment for the Community Development Director to serve on the TJPDC Rural Transportation Caucus.	Admin Staff	Bobby Popowicz appointed 1/20/2016
Complete	18-Nov-15	Provide information regarding the need for and costs of ongoing contractor support services for the Treasurer's Office.	Treasurer	Treasurer provided info to BOS by email on 12-1-2015.
Complete	15-Apr-15	Review existing Sign Ordinance and return with recommendations.	Planning/ County Atny	Ordinance revised on 12-16-2015
Complete	16-Dec-15	Bowman Consulting Group, LTD to resume work	Purchasing	
Complete	2-Dec-15	Bowman Consulting Group, LTD to stop work	Purchasing	
Complete	16-Sep-15	Coordinate with Sheriff's Office to determine new vehicle needs for Crime Scene Investigator and return to Board with proposal at the October 7, 2015 meeting.	Finance/Sheriff	Approved Nov 4, 2015
Complete	15-May-13	Request a speed study be done between the Town of Columbia and the Rivanna Bridge on Route 6.	Comm Dev	Request submitted to VDOT
Complete	1-Apr-15	Draft a proposed policy regarding Cellphone Usage while driving County vehicles.	PW/HR	Approved Sep 2, 2015
Complete	17-Dec-14	Leash Policy for Dogs in County Parks	P&R/County Attorney	Approved Sep 2, 2015
Complete	3-Jun-17	Add the Cooperative Extension Kitchen Requirements request to the June 17, 2015, Action Agenda for consideration.	Extension	Deferred indefinitely
Complete	1-Jul-15	Survey the community for opinions regarding formal naming of bridges and County buildings.	Admin	Report to BOS Sep 2015
Complete	1-Jul-15	Survey the community for opinions regarding formal naming of the park in Courts Square.	Admin	Report to BOS Sep 2015
Complete	1-Apr-15	Return with an Employee Recognition program that relies less on a large financial bonus.	Tiger Team	Adopted on July 1, 2015
Complete	18-Feb-15	In consultation with the Sheriff and the County Attorney, to develop a draft ordinance for Nuisance Barking.	Planning	Cancelled
Complete	4-Feb-15	Return with a proposal for future Task Force efforts after the March 17, 2015 special election for the Repeal and Annulment of the Town Charter of Columbia.	Columbia Task Force	May 20, 2015
Complete	4-Feb-15	Pursue a venue change, from the Circuit Court Room to the High School Auditorium, for the March 16, 2015 State Corporation Commission hearing on the proposed Aqua Virginia rate increase.	COAD/Clerk	SCC can not change venues.
Complete	21-Jan-15	Return to the Board with a final billing policy and fee schedule on March 18, 2015	ESC	Complete Summer 2015
Complete	21-Jan-15	Present a proposal for a revised Rescue Service structure for the County.	FRA Leadership	June 3, 2015 Work Session
Complete	21-Jan-15	Proceed with procuring a billing provider for EMS cost recovery	ESC	May 20, 2015 BOS




FLUVANNA COUNTY BUILDING INSPECTIONS
MONTHLY BUILDING INSPECTION REPORT
Mar-16

USE	Mar-15	VALUE	YTD 15	VALUE	Mar-16	VALUE	YTD 16	VALUE	Mar/Diff	VALUE	YTD PERMITS	VALUE
New Homes	10	2,066,115	19	3,621,115	8	1,572,479	30	5,587,996	-2	(493,636)	11	1,966,881
Duplex	0	0	0	0	0	0	0	-	0	0	0	0
Single Family (Attached)	0	0	2	423,000	0	0	2	423,000	0	0	0	0
Adds&Alterations	38	816,705	89	1,348,413	31	3,724,979	62	3,875,398	-7	2,908,274	-27	2,526,985
Garages & Carports	1	12,000	5	77,500	3	100,000	4	125,000	2	88,000	-1	47,500
Accessory Buildings	2	21,700	4	255,339	0	0	4	35,000	-2	(21,700)	0	0
Single Wide MH	0	0	0	0	0	0	1	33,000	0	0	1	33,000
Swimming Pools	0	0	1	36,500	2	34,500	2	34,500	2	34,500	1	(2,000)
Recreational Bldgs	0	0	0	0	0	0	0	-	0	0	0	0
Business Bldgs	0	0	0	0	0	0	0	-	0	0	0	0
Industrial Bldgs	0	0	0	0	0	0	0	-	0	0	0	0
Other Buildings	0	0	2	100,000	1	100,000	3	214,500	1	100,000	1	114,500
TOTALS	51	2,916,520	122	5,861,867	45	5,552,458	167	11,414,325	-6	2,615,438	-14	4,686,866

FEES	Mar-15	PREV TOT	YTD 15	Mar-16	PREV TOT	YTD 16	DIFFERENCE	DIFFERENCE YTD
Building Permits	\$ 13,711.09	15,082.26	28,793.35	\$ 11,576.02	\$ 23,804.47	\$ 35,380.94	(2,135.07)	6,587.59
Land Disturb Permits	\$ 1,425.00	2,650.00	4,075.00	\$ 1,700.00	\$ 5,775.00	\$ 7,475.00	275.00	3,400.00
Zoning Permits/Proffers	\$ 1,650.00	2,200.00	3,850.00	\$ 1,800.00	\$ 2,400.00	\$ 4,200.00	150.00	350.00
TOTALS	\$ 16,786.09	19,932.26	36,718.35	\$ 15,076.02	\$ 31,979.47	\$ 47,055.94	\$ (1,710.07)	10,337.59

	Mar-15	PREVIOUS	YTD 15	Mar-16	PREVIOUS	YTD 16		
INSPECTIONS	146	242	388	153	207	360	7	-28


Darius S. Lester
 Building Official

() represents a negative



Culpeper District Fluvanna County Monthly Report May 2016

Preliminary Engineering

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Route 53 Safety Improvements HSIP Project Rumble Strips	Right of Way	Advertisement	TBD
Route 53 Safety improvements at Route 618	Right of Way	Application for funding thru HB-2	TBD*
Roundabout at US 15 and Route 53	Right of Way NTP	Advertisement	September 2016
Route 600 North Boston Road	Authorize PE	Survey	TBD
Route 633 North Boston Road – Reconstruction	--	Project Scoping	2023
Route 629 Deep Creek Road– Bridge Replacement	--	Project Scoping	January 2018

* Pending funding from HB-2

Construction Activities

Bridge Projects

- **Route 6 Rivanna River Bridge**—Bridge is currently closed. Continue work on Phase 2 Structure (Abutment and Pier Foundations). Completion July, 2016.
- **Bridge Deck Cleaning and Washing** – Route 605 over Byrd Creek, Route 615 over Rivanna River, Route 616 over Mechunk Creek, Route 656 over North Creek and Route 690 over James River. – Will start week of 4-18-16.
- **SF – 652 (Str. 6030) Superstructure Replacement** – anticipated start – May 2016

Resurfacing Projects

- **Plant Mix**—schedule coming soon

Traffic Engineering Studies

Completed

- **Route 6**
Speed study; complete. A secondary review is scheduled.
VDOT Study Number—065-0006-20160304-011
- **Route 53**
Speed review; resolution pending
VDOT Study Number—065-0053-20160302-011

Under Review

None at this time.

Maintenance Activities

VDOT Area Headquarter crews completed the following activities during the past month. For specific route activities, please contact the Charlottesville Residency Office.

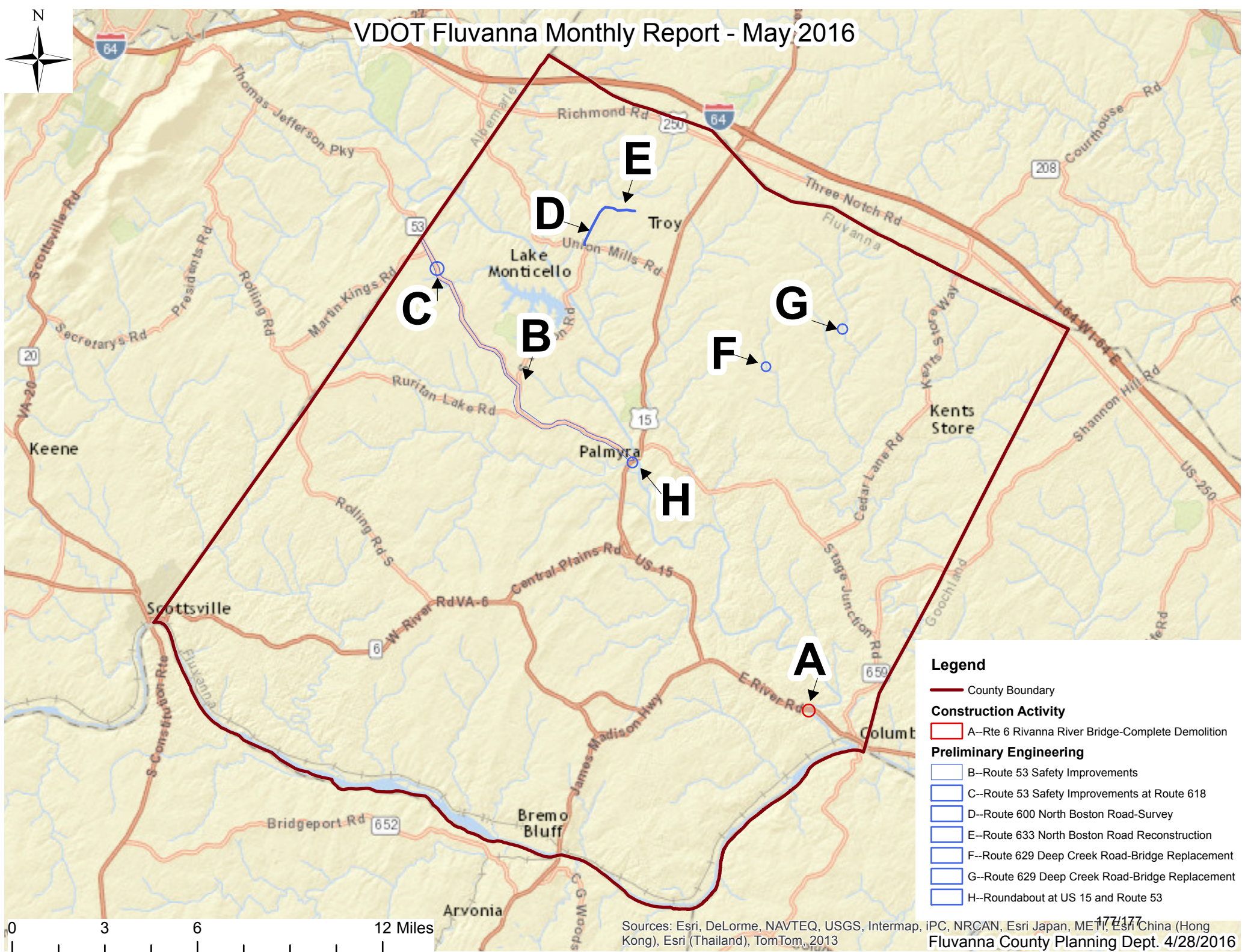
- Debris removal on 3 primary routes and 7 secondary routes
- Drainage repairs made on 2 primary routes and 5 secondary routes
- Patching was performed on 2 primary routes and 14 secondary route
- Shoulders repaired on 2 secondary routes
- Trash removal on 3 primary routes
- Tree removal on 3 secondary routes
- Trimming on 2 primary routes and 8 secondary routes

BOS Manual Link:

http://www.virginiadot.org/business/resources/local_assistance/BOSManual-2015.pdf

Joel DeNunzio, P.E.
Resident Engineer
VDOT Charlottesville Residency
434-293-0011

VDOT Fluvanna Monthly Report - May 2016



- Legend**
- County Boundary
 - Construction Activity**
 - A--Rte 6 Rivanna River Bridge-Complete Demolition
 - Preliminary Engineering**
 - B--Route 53 Safety Improvements
 - C--Route 53 Safety Improvements at Route 618
 - D--Route 600 North Boston Road-Survey
 - E--Route 633 North Boston Road Reconstruction
 - F--Route 629 Deep Creek Road-Bridge Replacement
 - G--Route 629 Deep Creek Road-Bridge Replacement
 - H--Roundabout at US 15 and Route 53