

AGENDA
BOARD OF SUPERVISORS
REGULAR MEETING
FEBRUARY 23, 2021

1. 6:30 p.m. – Work Session to set dates for FY22 budget work sessions.
2. 7:00 p.m. – Meeting called to order, Board Room, County Administration Building.
3. Opening Prayer.
4. Pledge of Allegiance.
5. [Approval of disbursements.](#)
6. 7:00 p.m. – Public Comment Period.
7. 7:15 p.m. – Mr. David Rose, Davenport & Company LLC.
8. 7:45 p.m. – Closed Session
 - §2.2-3711 A.3., Real Property – Acquisition or disposition of public property for manufacturing and support services.
 - §2.2-3711 A.5., Prospective Business – Discussion of prospective business location/expansion.
9. Constitutional Officers’ Report.
10. County Administrator’s Report.
 - a. [Unspent funds in New River Health District.](#)
 - b. [Updated agreement for Rehabilitation Specialist Services with SERRC.](#)
 - c. [Discuss COVID self-test site based on information from Floyd County employers.](#)
 - d. [Quotes for fill and rock at proposed Indian Valley green box site.](#)
 - e. [Schedule Public Hearing for road abandonment on section of Rose Hill Road.](#)
 - f. [Release of Request for Proposals for Recreation Concessions.](#)
 - g. [Bids for Lighting at Transfer Station Maintenance Building.](#)
 - h. [Bids for new roof over existing roof at Transfer Station Maintenance Building.](#)
11. Old/New Business.
12. Board Member Time.
13. Adjournment.

AP375H FLOYD COUNTY BEFORE CHECKS
 2/19/2021 LISTING OF INVOICES FOR 2/23/2021 -- 2/23/2021 PAGE 1
 FUND # - 001

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
011010	***BOARD OF SUPERVISORS***				
3600	ADVERTISING				
	34630	TRI-CITIES/SOUTHWEST VIRGI	2160892 JAN21	ADVERTISING	153.02
	42719	ROANOKE TIMES	6011176 JAN21	ADVERTISING	295.54
	42719	ROANOKE TIMES	6012414 JAN21	ADVERTISING	938.00
				ACCOUNT TOTAL	1,386.56 *
5810	DUES AND SUBSCRIPTIONS				
	30450	THE ROANOKE TIMES	21-22 52 WEEKS	SUBSCRIPTION	175.55
				ACCOUNT TOTAL	175.55 *
5899	MISCELLANEOUS				
	43295	SKYLINE NATIONAL BANK	PAYROLL JAN21	DIRECT DEP BILLING	31.90
				ACCOUNT TOTAL	31.90 *
				MAJOR TOTAL	1,594.01 **
012010	***COUNTY ADMINISTRATOR***				
3310	RADIO AND AUTO REPAIRS				
	31730	NATIONAL BANK	RYAN JAN21	REGISTRATION FEES	5.00
				ACCOUNT TOTAL	5.00 *
3320	SERVICE CONTRACT				
	37090	ELECTRONIC SYSTEMS, INC	IN1754896	CN22730-01	135.82
	43096	U.S. BANK EQUIPMENT FINANC	435737234	500-0603029-00	56.48
				ACCOUNT TOTAL	192.30 *
5210	POSTAGE				
	23550	PURCHASE POWER	1875 02052021	POSTAGE CHARGES	39.41
				ACCOUNT TOTAL	39.41 *
5230	TELEPHONE				
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	53.49
	28501	VERIZON WIRELESS	9872728468	WIRELESS	114.99
				ACCOUNT TOTAL	168.48 *
5810	DUES				
	31730	NATIONAL BANK	MORRIS/2 JAN21	ACROBAT PRO	16.99
				ACCOUNT TOTAL	16.99 *
6001	OFFICE SUPPLIES				
	10	VIRGINIA OFFICE SUPPLY	41962 2021	COLORED PAPER	35.44
	10	VIRGINIA OFFICE SUPPLY	41976	POCKET FOLDERS	18.14
	2050	NEW RIVER OFFICE SUPPLY	013397-00	PRINTER CARTRIDGE	88.99
	31730	NATIONAL BANK	HODGE/2 JAN21	PRINTER	129.89
				ACCOUNT TOTAL	272.46 *
				MAJOR TOTAL	694.64 **
012090	***COMM OF THE REVENUE***				
3320	MAINTENANCE, SERVICE AND				
	31730	NATIONAL BANK	BAKER/2 JAN21	CANON	55.02
	36270	COMMONWEALTH OF VA	T437854	MONTHLY RECURRING	72.63
				ACCOUNT TOTAL	127.65 *
3600	ADVERTISING				
	34630	TRI-CITIES/SOUTHWEST VIRGI	2160894 JAN21	ADVERTISING	84.00
				ACCOUNT TOTAL	84.00 *

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
5210		POSTAGE			
	31730	NATIONAL BANK	BAKER/1 JAN21	POSTAGE	345.85
				ACCOUNT TOTAL	345.85 *
5230		TELEPHONE			
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	48.20
				ACCOUNT TOTAL	48.20 *
5810		DUES			
	10970	V.A.A.O.	JAN21 DUES	MEMBERSHIP DUES	140.00
				ACCOUNT TOTAL	140.00 *
5899		LAND USE			
	16730	TAYLOR OFFICE SUPPLY, INC	122360	CARTRIDGE, MISC	228.26
				ACCOUNT TOTAL	228.26 *
6001		OFFICE SUPPLIES			
	16730	TAYLOR OFFICE SUPPLY, INC	122332	ENVELOPES	563.33
				ACCOUNT TOTAL	563.33 *
8102		CAPITAL OUTLAY:NADA VALUE			
	43020	J.D. POWER	INV-US69074	SERVICE BUREAU	2,002.88
				ACCOUNT TOTAL	2,002.88 *
				MAJOR TOTAL	3,540.17 **
012130	***TREASURER***				
5230		TELEPHONE			
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	43.58
				ACCOUNT TOTAL	43.58 *
5240		DATA PROCESSING SERVICES			
	36270	COMMONWEALTH OF VA	T437854	MONTHLY RECURRING	72.63
				ACCOUNT TOTAL	72.63 *
6001		OFFICE SUPPLIES			
	31730	NATIONAL BANK	KEITH JAN21	USB, OFFICE CHAIR	37.89
	31730	NATIONAL BANK	KEITH JAN21	USB, OFFICE CHAIR	40.78
				ACCOUNT TOTAL	78.67 *
				MAJOR TOTAL	194.88 **
013010	***ELECTORAL BOARD AND OFFICERS***				
5230		TELEPHONE			
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	13.67
				ACCOUNT TOTAL	13.67 *
				MAJOR TOTAL	13.67 **
013020	***REGISTRAR***				
5210		POSTAGE			
	31730	NATIONAL BANK	INGRAM JAN21	POSTAGE	220.00
				ACCOUNT TOTAL	220.00 *
5230		TELEPHONE			
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	36.22
				ACCOUNT TOTAL	36.22 *
				MAJOR TOTAL	256.22 **

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
021010	***CIRCUIT COURT***				
3310	REPAIRS AND MAINTENANCE				
	10	VIRGINIA OFFICE SUPPLY	41725 2021	BOOKSHELF, CART	577.68
	10	VIRGINIA OFFICE SUPPLY	41728 2021	BOOKCASE, CART	298.80
				ACCOUNT TOTAL	876.48 *
5230	TELEPHONE				
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	13.79
				ACCOUNT TOTAL	13.79 *
				MAJOR TOTAL	890.27 **
021020	***GENERAL DISTRICT COURT***				
3320	MAINTENANCE AND SERVICE C				
	39660	SHRED-IT, C/O STERICYCLE,	8181421954	SHREDDING SERVICES	82.21
				ACCOUNT TOTAL	82.21 *
5230	TELEPHONE				
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	63.64
				ACCOUNT TOTAL	63.64 *
6001	OFFICE SUPPLIES				
	10	VIRGINIA OFFICE SUPPLY	42001	OFFICE SUPPLIES	46.00
	43033	THE SUPPLY ROOM	4227894-0	DESK PAD	24.96
				ACCOUNT TOTAL	70.96 *
				MAJOR TOTAL	216.81 **
021030	***MAGISTRATE***				
5230	TELEPHONE				
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	32.06
				ACCOUNT TOTAL	32.06 *
				MAJOR TOTAL	32.06 **
021050	***JUVENILE & DOMESTIC COURT***				
5230	TELEPHONE				
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	15.90
				ACCOUNT TOTAL	15.90 *
				MAJOR TOTAL	15.90 **
021060	***CLERK OF CIRCUIT COURT***				
3320	MAINTENANCE & SERVICE CON				
	38920	VIRGINIA BUSINESS SYSTEMS	28539069	013-1305291-000	255.62
				ACCOUNT TOTAL	255.62 *
3330	IMAGING SYSTEM MAINTENANC				
	18430	TREASURER OF VIRGINIA	21-063C-RMS-2	RMS/CIS, SRA/OCRA	6,689.64
				ACCOUNT TOTAL	6,689.64 *
5210	POSTAGE				
	30	PITNEY BOWES GLOBAL FINANC	3312882141	LEASING CHARGES	162.66
				ACCOUNT TOTAL	162.66 *

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
5230		TELEPHONE			
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	49.25
				ACCOUNT TOTAL	49.25 *
6001		OFFICE SUPPLIES			
	10	VIRGINIA OFFICE SUPPLY	41860	PAPER	75.98
	16730	TAYLOR OFFICE SUPPLY, INC	122161	TONER CARTRIDGES	191.86
				ACCOUNT TOTAL	267.84 *
				MAJOR TOTAL	7,425.01 **
022010	***COMMONWEALTH'S ATTORNEY***				
3320		MAINTENANCE CONTRACTS			
	38920	VIRGINIA BUSINESS SYSTEMS	28436258	003-0983011-00	285.84
				ACCOUNT TOTAL	285.84 *
5230		TELEPHONE			
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	264.15
				ACCOUNT TOTAL	264.15 *
				MAJOR TOTAL	549.99 **
031020	***SHERIFF***				
3310		REPAIRS & MAINTENANCE/AUT			
	43299	TRI-COUNTY GLASS, INC.	02052021	WINDSHIELD REPLACE	411.35
				ACCOUNT TOTAL	411.35 *
3320		MAINTENANCE & SERVICE CON			
	13390	XEROX CORPORATION	012619419	WC3550X	47.15
	35570	U.S. BANK EQUIPMENT FINANC	435221767	500-0548187-000	77.62
				ACCOUNT TOTAL	124.77 *
5210		POSTAGE			
	31730	NATIONAL BANK	HARMAN JAN21	POSTAGE	8.00
				ACCOUNT TOTAL	8.00 *
5230		TELEPHONE			
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	1,032.39
				ACCOUNT TOTAL	1,032.39 *
5530		TRAVEL (MEALS & LODGING)			
	42843	BENJAMIN S. GARMAN	02082021	TRAVEL REIMBURSEMENT	67.20
	42843	BENJAMIN S. GARMAN	02082021	TRAVEL REIMBURSEMENT	19.53
				ACCOUNT TOTAL	86.73 *
5540		TRAVEL (CONVENTION & EDUC			
	31730	NATIONAL BANK	QUESINBER JAN21	INSTRUCTOR SCHOOL	375.00
				ACCOUNT TOTAL	375.00 *
6001		OFFICE SUPPLIES			
	16730	TAYLOR OFFICE SUPPLY, INC	122359	ENVELOPES	11.69
	31730	NATIONAL BANK	AKERS/2 JAN21	WALL FILE POCKETS	21.89
	31730	NATIONAL BANK	HARRIS JAN21	MISC UTILITY, CASE	61.04
				ACCOUNT TOTAL	94.62 *
6008		GAS, OIL, ETC.			
	11850	CLARK GAS & OIL	JAN21-1	REG/DIESEL	3,367.97
				ACCOUNT TOTAL	3,367.97 *

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
6011		POLICE SUPPLIES			
	10240	SECURITY LOCK & KEY, INC	0001077710	KEY BLANKS	7.35
	31730	NATIONAL BANK	AKERS/1 JAN21	CAMERA	236.91
	31730	NATIONAL BANK	BOHNKE JAN21	BOOTS	110.55
	31730	NATIONAL BANK	HIXON JAN21	BOOT ALLOWANCE	130.00
	31730	NATIONAL BANK	STANLEY JAN21	BOOT ALLOWANCE	85.28
	40970	BKT UNIFORMS	81700	UNIFORM/DEAN	1,029.30
	42724	COPPERHEAD GRAPHICS	2604	DECAL PRODUCTION	140.00
	42733	FIRE RESCUE & TACTICAL	4501	ATAC STORM	104.99
				ACCOUNT TOTAL	1,844.38 *
				MAJOR TOTAL	7,345.21 **
033010		***CORRECTIONS & DETENTIONS***			
6002		PRISONERS FOOD			
	31730	NATIONAL BANK	DONNELLY JAN21	TRANSPORT/FOOD	7.48
				ACCOUNT TOTAL	7.48 *
6011		POLICE UNIFORMS			
	31730	NATIONAL BANK	BUCKNER JAN21	SNOW SHOVEL	25.99
				ACCOUNT TOTAL	25.99 *
6022		EMPLOYEE PHYSICALS			
	27730	CARILION MEDICAL GROUP	700002072020121	MEDICAL	262.00
				ACCOUNT TOTAL	262.00 *
				MAJOR TOTAL	295.47 **
034010		***BUILDING INSPECTIONS***			
5230		TELEPHONE			
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	43.62
	28501	VERIZON WIRELESS	9872728468	WIRELESS	85.60
				ACCOUNT TOTAL	129.22 *
5810		DUES			
	31730	NATIONAL BANK	BOLT JAN21	MEMBERSHIP FEES	45.00
	31730	NATIONAL BANK	MORRIS/2 JAN21	ACROBAT PRO	16.99
				ACCOUNT TOTAL	61.99 *
6001		OFFICE SUPPLIES			
	43096	U.S. BANK EQUIPMENT FINANC	435737234	500-0603029-00	56.49
				ACCOUNT TOTAL	56.49 *
6008		GAS, OIL, ETC.			
	70	CLARK GAS AND OIL CO.	U9120488	REG GAS EXEMPT	42.68
				ACCOUNT TOTAL	42.68 *
				MAJOR TOTAL	290.38 **
035010		***ANIMAL CONTROL***			
3310		REPAIRS & MAINTEN-RADIO/A			
	31730	NATIONAL BANK	MARSHALL JAN21	MICROWAVE	52.64
	31730	NATIONAL BANK	VAUGHN JAN21	SUPPORT, BK 8195576	46.62
				ACCOUNT TOTAL	99.26 *

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
5230		TELEPHONE			
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	102.49
	28501	VERIZON WIRELESS	9872728468	WIRELESS	154.79
				ACCOUNT TOTAL	257.28 *
6008		GAS, OIL, ETC.			
	70	CLARK GAS AND OIL CO.	U9120488	REG GAS EXEMPT	111.37
	70	CLARK GAS AND OIL CO.	U9290775	LPG DELIVERY	66.48
	70	CLARK GAS AND OIL CO.	U9291055	LPG DELIVERY	16.22
				ACCOUNT TOTAL	194.07 *
6010		AMMUNITION			
	14610	TOWN POLICE SUPPLY	001247170992-0	WEA BSE MNT	14.98
				ACCOUNT TOTAL	14.98 *
				MAJOR TOTAL	565.59 **
035050	***EMERGENCY SERV/HAZARDOUS MAT***				
5230		TELEPHONE			
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	13.79
	28501	VERIZON WIRELESS	9872728468	WIRELESS	40.01
				ACCOUNT TOTAL	53.80 *
5895		CORONAVIRUS EMERGENCY			
	17100	FINN & FENWICK CLEANING SE	907	COVID CLEANING	3,085.00
	31730	NATIONAL BANK	HODGE/1 JAN21	EDITING, HARDWARE	31.49
	31730	NATIONAL BANK	MARTIN/2 JAN21	ZOOM/VIRTUAL MEETING	31.48
	31730	NATIONAL BANK	MORRIS/1 JAN21	LIVESTREAM SOFTWARE	899.99
	31730	NATIONAL BANK	RYAN JAN21	REGISTRATION FEES	5.00
	31730	NATIONAL BANK	SOWERS/2 JAN21	COVID EXPENSES	55.03
	31730	NATIONAL BANK	SOWERS/2 JAN21	COVID EXPENSES	94.90
	31730	NATIONAL BANK	SOWERS/2 JAN21	COVID EXPENSES	2,463.91
	999999	FLOYD COUNTY VOLUNTEER RES	02162021	DONATION	300.00
				ACCOUNT TOTAL	6,966.80 *
6001		OFFICE SUPPLIES/COMPUTER			
	31730	NATIONAL BANK	MORRIS/2 JAN21	ACROBAT PRO	16.99
				ACCOUNT TOTAL	16.99 *
6008		GAS/OIL			
	70	CLARK GAS AND OIL CO.	U9120488	REG GAS EXEMPT	32.42
				ACCOUNT TOTAL	32.42 *
				MAJOR TOTAL	7,070.01 **
043020	***GENERAL PROPERTIES***				
1300		COMPENSATION OF EXTRA HEL			
	2070	SHORTT'S EXCAVATING, INC	02162021	SNOW REMOVAL	500.00
				ACCOUNT TOTAL	500.00 *
3310		REPAIRS			
	450	WILLS RIDGE SUPPLY INC.	519264	LED BULBS	23.46
	450	WILLS RIDGE SUPPLY INC.	519717	QUAD LAMP	28.56
	450	WILLS RIDGE SUPPLY INC.	519718	MOULDING	6.30
	450	WILLS RIDGE SUPPLY INC.	519958	MISC ITEMS	24.98

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
	450	WILLS RIDGE SUPPLY INC.	520709	MISC HARDWARE	29.35
	450	WILLS RIDGE SUPPLY INC.	520797	MISC HARDWARE, ITEMS	23.03
	450	WILLS RIDGE SUPPLY INC.	520798	MOULDING PRIME	9.45
	450	WILLS RIDGE SUPPLY INC.	520805	FOAM, SHIMS	15.08
	450	WILLS RIDGE SUPPLY INC.	520952	PALLET, ROCK SALT	486.46
	450	WILLS RIDGE SUPPLY INC.	521009	HEATER, OIL	148.41
10240		SECURITY LOCK & KEY, INC	0001077627	KEY BLANKS/COPIES	93.65
10240		SECURITY LOCK & KEY, INC	0001077628	KEYPAD DOOR REPLACE	610.00
31730		NATIONAL BANK	COX JAN21	HARDWARE	14.99
42831		FLOYD AUTO PARTS	479527	WHEEL NUT	7.38
				ACCOUNT TOTAL	1,521.10 *
3320		MAINTENANCE & SERVICE CON			
	290	CINTAS	4075421694	UNIFORMS	6.23
	290	CINTAS	4076072200	UNIFORMS	7.23
	830	CARTER MACHINERY COMPANY,	0830741	ADMIN OFFICE	264.91
	830	CARTER MACHINERY COMPANY,	0830742	COMMUNICATION TOWER	456.01
				ACCOUNT TOTAL	734.38 *
5110		ELECTRICAL SERVICE			
	420	APPALACHIAN POWER	787734260 JAN21	FLOYD HWY N	40.38
				ACCOUNT TOTAL	40.38 *
5120		HEATING SERVICE			
	70	CLARK GAS AND OIL CO.	U9290774	LPG DELIVERY	435.14
	70	CLARK GAS AND OIL CO.	U9291054	LPG DELIVERY	360.27
	70	CLARK GAS AND OIL CO.	U9291060	LPG DELIVERY	505.77
	70	CLARK GAS AND OIL CO.	U9328360	LPG DELIVERY	234.75
	70	CLARK GAS AND OIL CO.	U9328361	LPG DELIVERY	54.25
				ACCOUNT TOTAL	1,590.18 *
5130		WATER AND SEWER			
	11890	FLOYD-FLOYD COUNTY PSA	1010 JAN21	COURTHOUSE	80.89
	11890	FLOYD-FLOYD COUNTY PSA	1020 JAN21	JAIL	80.89
	11890	FLOYD-FLOYD COUNTY PSA	1160 JAN21	OXFORD STREET	80.89
	11890	FLOYD-FLOYD COUNTY PSA	1205 JAN21	FOX STREET	80.89
	11890	FLOYD-FLOYD COUNTY PSA	3431 JAN21	LIBRARY	80.89
				ACCOUNT TOTAL	404.45 *
5230		TELEPHONE			
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	14.09
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	48.14
	28501	VERIZON WIRELESS	9872728468	WIRELESS	32.03
				ACCOUNT TOTAL	94.26 *
6005		JANITORIAL SUPPLIES			
	290	CINTAS	4075272493	MATS/SCRAPERS	191.49
				ACCOUNT TOTAL	191.49 *
6008		GAS AND OIL			
	70	CLARK GAS AND OIL CO.	U9120488	REG GAS EXEMPT	50.30
				ACCOUNT TOTAL	50.30 *
				MAJOR TOTAL	5,126.54 **
071020		***FLOYD COUNTY RECREATION***			
3310		REPAIRS AND MAINTENANCE			
	1270	C.W. HARMAN & SON	357000	TARP	19.99
				ACCOUNT TOTAL	19.99 *

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
3320		MAINTENANCE CONTRACTS			
	31730	NATIONAL BANK	AGEE/3 JAN21	STORAGE RENTAL	95.00
	43096	U.S. BANK EQUIPMENT FINANC	435737234	500-0603029-00	56.48
	43298	FLOYD SELFSTORAGE	FEB21	STORAGE/REC DEPT	95.00
	43298	FLOYD SELFSTORAGE	MAR21	STORAGE/REC DEPT	95.00
				ACCOUNT TOTAL	341.48 *
5230		TELEPHONE			
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	34.00
	28501	VERIZON WIRELESS	9872728468	WIRELESS	48.64
				ACCOUNT TOTAL	82.64 *
6001		OFFICE SUPPLIES			
	16730	TAYLOR OFFICE SUPPLY, INC	122295	RECEIPT BOOKS	15.32
	31730	NATIONAL BANK	AGEE/1 JAN21	CLEANING ITEMS	23.96
	31730	NATIONAL BANK	AGEE/2 JAN21	MONTHLY SUBSCRIPT	43.00
	43177	AMAZON CAPITAL SERVICES	11FK-7P7N-914D	FIRST AID KITS/REC	207.75
				ACCOUNT TOTAL	290.03 *
				MAJOR TOTAL	734.14 **
081200		***COMMUNITY DEVELOPMENT***			
5230		TELEPHONE			
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	61.00
	28501	VERIZON WIRELESS	9872728468	WIRELESS	54.51
				ACCOUNT TOTAL	115.51 *
5810		DUES AND SUBSCRIPTIONS			
	31730	NATIONAL BANK	MARTIN/1 JAN21	MAIL SUBSCRIPTION	9.99
				ACCOUNT TOTAL	9.99 *
6001		OFFICE SUPPLIES			
	31730	NATIONAL BANK	MORRIS/2 JAN21	ACROBAT PRO	16.99
	43096	U.S. BANK EQUIPMENT FINANC	435737234	500-0603029-00	56.49
				ACCOUNT TOTAL	73.48 *
				MAJOR TOTAL	198.98 **
081500		***ECONOMIC DEVELOPMENT AUTHORITY**			
6087		EDA-BUILDING CONST COMMER			
	31330	THOMPSON & LITTON, INC	97906	PROJECT 015191-00	2,946.50
				ACCOUNT TOTAL	2,946.50 *
6088		EDA-C4 PROGRAM			
	42877	FLOYD COUNTY ECONOMIC	FEB21 C4	C4 PRIZES	1,002.05
	42877	FLOYD COUNTY ECONOMIC	FEB21 C4	C4 PRIZES	500.00
	42877	FLOYD COUNTY ECONOMIC	FEB21 C4	C4 PRIZES	2,000.00
				ACCOUNT TOTAL	3,502.05 *
				MAJOR TOTAL	6,448.55 **
082050		***MISCELLANEOUS PROGRAMS***			
6086		DRUG COURT COSTS			
	11890	FLOYD-FLOYD COUNTY PSA	635 JAN21	AKERS STREET	60.67

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
	42949	LINEBERRY ENTERPRISES LLC	MAR21	RENT	400.00
	43021	OMNI PROPERTIES 2 LLC	MAR21	RENT	900.00
				ACCOUNT TOTAL	1,360.67 *
				MAJOR TOTAL	1,360.67 **
083010	***COOPERATIVE EXTENSION PROGRAM***				
5230	TELEPHONE				
	40	CITIZENS TELEPHONE COOPERA	2804	JAN21	PHONE
				ACCOUNT TOTAL	85.47 *
				MAJOR TOTAL	85.47 **
403230	***EMERGENCY MEDICAL SERVICES***				
3310	REPAIRS				
	31730	NATIONAL BANK	BELCHER	JAN21	MISC ITEMS
	31730	NATIONAL BANK	BELCHER	JAN21	MISC ITEMS
	31730	NATIONAL BANK	BELCHER	JAN21	MISC ITEMS
				ACCOUNT TOTAL	359.13 *
3320	MAINTENANCE SERVICE CONTR				
	42858	CROTHALL HEALTHCARE	5889523		EQUIPMENT SERVICE
				ACCOUNT TOTAL	350.00 *
5230	TELEPHONE				
	40	CITIZENS TELEPHONE COOPERA	2804	JAN21	PHONE
	28501	VERIZON WIRELESS	9872728468		WIRELESS
				ACCOUNT TOTAL	133.82 *
6001	OFFICE SUPPLIES				
	31730	NATIONAL BANK	DEMERS/2	JAN21	OFFICE SUPPLIES
	31730	NATIONAL BANK	DEMERS/2	JAN21	OFFICE SUPPLIES
	31730	NATIONAL BANK	SOWERS/1	JAN21	SURFACE, ACCESSORIES
	31730	NATIONAL BANK	SOWERS/1	JAN21	SURFACE, ACCESSORIES
				ACCOUNT TOTAL	1,608.93 *
6004	MEDICAL AND LABORATORY SU				
	31730	NATIONAL BANK	DEMERS/1	JAN21	MEDICAL SUPPLIES
	31730	NATIONAL BANK	DEMERS/1	JAN21	MEDICAL SUPPLIES
	31730	NATIONAL BANK	DEMERS/1	JAN21	MEDICAL SUPPLIES
	42837	ARC3 GASES	07727001		CYLINDER RENTAL
	42837	ARC3 GASES	07755296		OXYGEN USP MEDICAL
				ACCOUNT TOTAL	463.52 *
6008	GASOLINE				
	11850	CLARK GAS & OIL	JAN21-2		REG/DIESEL
				ACCOUNT TOTAL	1,001.15 *
				MAJOR TOTAL	3,916.55 **
				FUND TOTAL	48,861.19

AP375H
2/19/2021
FUND # - 010

FLOYD COUNTY
LISTING OF INVOICES FOR 2/23/2021 -- 2/23/2021

BEFORE CHECKS
PAGE 10

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
032030	**FIRE AND RESCUE FUND**				
3202	FIRE DEPARTMENT OPER. AND				
	420 APPALACHIAN POWER		574040803 JAN21	LOCUST GROVE FIRE	182.69
				ACCOUNT TOTAL	182.69 *
				MAJOR TOTAL	182.69 **
				FUND TOTAL	182.69

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
042030	**SOLID WASTE**				
3140	LANDFILL MONITORING				
	340	DRAPER-ADEN ASSOCIATES	2021010418	PROJECT 5963-04	156.00
	340	DRAPER-ADEN ASSOCIATES	2021010419	PROJECT 5963-37	3,992.50
				ACCOUNT TOTAL	4,148.50 *
3310	REPAIRS AND MAINTENANCE				
	370	VIA'S TRUCK & TRACTOR REPA	0024261	MACK REPAIRS	818.41
	1270	C.W. HARMAN & SON	356731	BITE BAR	11.98
	29760	THC ENTERPRISES, INC.	606653	MISC PARTS	487.66
	42831	FLOYD AUTO PARTS	478479	ABSORBENT	50.48
	42831	FLOYD AUTO PARTS	479187	EXACT FIT BLADE	27.98
	42831	FLOYD AUTO PARTS	479615	OIL, VALVE, O-RINGS	68.71
				ACCOUNT TOTAL	1,465.22 *
5110	ELECTRICAL SERVICE				
	420	APPALACHIAN POWER	LFILL LT JAN21	LANDFILL LIGHT	9.40
	420	APPALACHIAN POWER	533505157 JAN21	LANDFILL	589.77
				ACCOUNT TOTAL	599.17 *
5230	TELEPHONE				
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	252.10
	28501	VERIZON WIRELESS	9872728468	WIRELESS	35.57
				ACCOUNT TOTAL	287.67 *
6008	GAS, OIL, ETC.				
	70	CLARK GAS AND OIL CO.	U9120408	ROAD DSL EXEMPT	879.79
	70	CLARK GAS AND OIL CO.	U9120488	REG GAS EXEMPT	122.20
	70	CLARK GAS AND OIL CO.	U9120489	ROAD DSL EXEMPT	870.02
	70	CLARK GAS AND OIL CO.	U9120526	ROAD DSL EXEMPT	887.97
	70	CLARK GAS AND OIL CO.	U9120575	ROAD DSL EXEMPT	925.59
				ACCOUNT TOTAL	3,685.57 *
6014	OTHER OPERATIONAL SUPPLIE				
	290	CINTAS	4075421694	UNIFORMS	122.82
	290	CINTAS	4076072200	UNIFORMS	137.62
	41840	SOSMETAL PRODUCTS INC	1431084	MISC CLEANERS, TUBES	356.51
	42991	WINZER	6803504	WIRE TIES	251.21
	42991	WINZER	6807612	3X3 RECIPROCATING	80.00
				ACCOUNT TOTAL	948.16 *
8106	CAPITAL OUTLAY:TIRES				
	31730	NATIONAL BANK	THOMPSON JAN21	GMC REPAIRS	40.00
	43291	SCOTTIE'S USED TIRES	8182	TIRES	720.00
				ACCOUNT TOTAL	760.00 *
				MAJOR TOTAL	11,894.29 **
042040	**RECYCLING**				
3310	REPAIRS & MAINTENANCE				
	42831	FLOYD AUTO PARTS	477797	WIPER BLADE	23.98
	42831	FLOYD AUTO PARTS	479525	TRACTOR LIGHT	18.99
				ACCOUNT TOTAL	42.97 *
3400	TIRE DISPOSAL TRANSPORTAT				
	43038	FRONTLINE LOGISTICS INC	FCTS-3	OUTBOUND TIRES	2,825.55
				ACCOUNT TOTAL	2,825.55 *

AP375H
2/19/2021
FUND # - 050

FLOYD COUNTY
LISTING OF INVOICES FOR 2/23/2021 -- 2/23/2021

BEFORE CHECKS
PAGE 12

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
5110		ELECTRIC SERVICE			
	420	APPALACHIAN POWER	533505158 JAN21	RECYCLE CENTER	511.87
				ACCOUNT TOTAL	511.87 *
5230		TELEPHONE			
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	17.88
				ACCOUNT TOTAL	17.88 *
6008		GAS/PROPANE/KEROSENE			
	70	CLARK GAS AND OIL CO.	U9120408	ROAD DSL EXEMPT	25.13
	70	CLARK GAS AND OIL CO.	U9120488	REG GAS EXEMPT	202.60
	70	CLARK GAS AND OIL CO.	U9120489	ROAD DSL EXEMPT	24.85
	70	CLARK GAS AND OIL CO.	U9120526	ROAD DSL EXEMPT	25.37
	70	CLARK GAS AND OIL CO.	U9120575	ROAD DSL EXEMPT	26.44
				ACCOUNT TOTAL	304.39 *
				MAJOR TOTAL	3,702.66 **
				FUND TOTAL	15,596.95

AP375H
2/19/2021
FUND # - 140

FLOYD COUNTY
LISTING OF INVOICES FOR 2/23/2021 -- 2/23/2021

BEFORE CHECKS
PAGE 13

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
031400	**E911**				
3175		TRUNK LINE MO CHARGE/CITI			
	38030	VERIZON	JAN21 911	E911	11.16
				ACCOUNT TOTAL	11.16 *
5230		TELEPHONE			
	40	CITIZENS TELEPHONE COOPERA	2804 JAN21	PHONE	685.02
	34410	CITIZENS TELEPHONE COOP	02100911S21001	MONTHLY ACCESS CHG	735.10
	34410	CITIZENS TELEPHONE COOP	02100911S21032	MONTHLY ACCESS CHG	735.10
				ACCOUNT TOTAL	2,155.22 *
8116		WIRELESS DATA BASE COSTS			
	43096	U.S. BANK EQUIPMENT FINANC	435737234	500-0603029-00	56.49
				ACCOUNT TOTAL	56.49 *
				MAJOR TOTAL	2,222.87 **
				FUND TOTAL	2,222.87

AP375H
2/19/2021
FUND # - 250

FLOYD COUNTY
LISTING OF INVOICES FOR 2/23/2021 -- 2/23/2021

BEFORE CHECKS
PAGE 14

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
022010					
8001		COMMONWEALTH ATTORNEY DRU			
	28501	VERIZON WIRELESS	9870311313	WIRELESS	268.90
	28501	VERIZON WIRELESS	9872422577	WIRELESS	269.16
				ACCOUNT TOTAL	538.06 *
				MAJOR TOTAL	538.06 **
				FUND TOTAL	538.06
				TOTAL DUE	67,401.76

Approved at meeting of _____ on _____.

Signed _____
Title _____ Date _____

Title _____ Date _____

Title _____ Date _____

Cindy Ryan

From: Norman, Tiffany <tiffany.norman@vdh.virginia.gov>
Sent: Friday, February 12, 2021 12:55 PM
To: Terri Morris; Cindy Ryan
Cc: Noelle Bissell
Subject: Year End Settlement for FY2020
Attachments: YES Floyd FY20.pdf

Good afternoon,

Thank you for all you do to support us as we serve the citizens and communities of Floyd County, especially during these challenging times. I am writing to you today on behalf of Noelle Bissell, MD, Director, to discuss your FY2021 local commitment in preparation for our annual local government agreements.

Attached is our final settlement for FY2020. You will note that we were underspent \$2,640.97 in local funds last fiscal year. Please let us know if you would like these unspent funds refunded to you or carried over into our FY2021 budget. If carried over, these would be considered local only funds, unmatched by state dollars.

Once we are able to confirm your final allocation for FY2021, I will prepare and submit for your approval our FY2021 local government agreement.

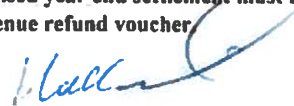
Please let me know if you have any questions or concerns.

Thank you again,

Tiffany D. Norman, VCA
New River Health District
Montgomery County Health Department
210 South Pepper Street, Suite A
Christiansburg, VA 24073

Phone: 540-585-3316
Fax: 540-381-7108

YEAR END SETTLEMENT STATEMENT

Final Settlement for FY..... :		2020
Locality..... :	Floyd	
Cost Code..... :	019	
FIPS Code..... :	063	
Locality Percentage..... :	33.162%	
A. Total Budget..... \$ 416,386.00		
1. Revenues (02050).....	\$	108,000.00
2. State Share (General Funds - 01000).....	\$	206,119.00
3. State Funds NOT Matched by Locality.....	\$	0.00
4. 100% Local Funds (02020).....	\$	0.00
5. Local Share of Co-operative Budget (02041).....	\$	102,267.00
B. Total Expenditures Assigned to Locality..... \$ 405,808.39		
1. General Fund Expenditure (01000).....	\$	405,808.39
2. 100% Local Expenditures.....	\$	0.00
3. Expenditure Adjustments.....	\$	0.00
C. Revenues Collected Assigned to Locality (Net of Refunds) (02050)..... \$ 105,385.65		
1. Revenues Shared with Locality.....	\$	105,385.65
2. Revenue Adjustments.....	\$	0.00
D. Local Commitment Payments Collected..... \$ 102,189.00		
E. Local Match Payments Collected (02041)..... \$ 102,189.00		
F. 100% Local Funds Collected (02020)..... \$ 0.00		
G. 100% Local Carry Forward (02020) Amount from Previous Fiscal Year..... \$ 0.00		
H. Expenditure Distribution		
1. Total District Expenditures.....	\$	405,808.39
2. Local Share Expenditures.....	33.162% \$	134,574.18
3. State Share Expenditures.....	66.838% \$	271,234.21
1. 1. Local Share Revenue (Local Funds Budget/Total Budget (less revenue)).....	33.162% \$	34,947.99
2. State Share Revenue Percentage (State Funds Budget/Total Budget (less revenue)).....	66.838% \$	70,437.66
J. Local Match Carry Forward (02041) Amount from previous Fiscal Year..... \$ 78.16		
K. Total Amount Available for Refund to Locality..... \$ 2,640.97		
1. Amount Available for refund from Match Funds (02041).....	\$	2,640.97
2. Amount Available for refund from 100% Funds (02020).....	\$	0.00
L. Amount Owed by Locality..... \$ 0.00		
M. Total Payment to Locality (Amount on Revenue Refund Voucher)..... \$ 0.00		
N. Amount to be Carried Forward to Next Fiscal Year..... \$ 2,640.97		
1. Locality Match (02041) to be Carried Forward.....	\$	2,640.97
2. 100% Local Funds (02020) to be Carried Forward.....	\$	0.00
O. Balance of State Funds..... \$ 5,322.45		
<p>This year end settlement, once approved by the Office of Financial Management, will be shared with the local government for permission to retain or transfer balances between funds as shown above under section (N). This permission must be maintained at the health district in writing and available for audit review. If permission is not granted, then a revised year end settlement must be submitted to the Office of Financial Management, along with the corresponding revenue refund voucher.</p>		
Approved by: _____	 Signature of District Director	Date <u>11/24/2020</u>

Agreement with SERCAP
for Rehabilitation
Specialist Services

Per DHCD, program
income cannot be used
for paying rehab specialist
We need to strike 3
words marked through.

solely from non-
of project termin
CDBG funds wil

on services rendered to date
ervices to be paid from non-

The first payme
following docum

LIST'S submission of the

- Initial DHCD
- DHCD Sup Checklist;
- Pre-Construct
- Pre-Construct
- Pre-Construct

ilitation Work Write-Up

- Initial Asbestos Inspection and Testing; if necessary
- Master Specification Work Write-Up;
- Cost Estimate;
- Completion of a mandatory Pre-Bid Conference and necessary addenda;
- Preparation of Bid Tabulation and contract award recommendation;
- Review of all submitted bids for completeness and accuracy;
- Recommendation of award to the lowest, responsive bidder;
- REHAB SPECIALIST'S first request for payment.

If no construction contract is executed due to no fault of the REHAB SPECIALIST, the above payment may be funded with non-CDBG funds, ~~including program income.~~

The second payment shall be made upon 100% completion of each rehabilitated or substantially reconstructed unit completed upon the REHAB SPECIALIST'S submission of the following documentation if it has not been submitted earlier:

By the Contractor:

- Building Permit;
- Building Inspector's Rough-In Inspections;
- Exterminator Inspection/Treatment Reports;
- Building Inspector's Final Inspection and/or Certificate of Occupancy;
- Affidavit of Release of Liens;
- Affidavit of Payment of Debts and Claims;
- Register of Contractors, Subcontractors and Suppliers;
- Register of Assigned Employees;
- All Warranties;
- CIG Disclosure Report, if the contract, including any change orders, is equal to or greater than \$50,000; and
- Contractor's final payment request showing the REHAB SPECIALIST'S approval.

By the Rehab Specialist:

Responses from Employers Regarding Need for Self-Test Site in Floyd

- 1) Most of our employees are outside of Floyd county and have been using urgent care or health depts in the areas they reside. As an employer I don't need the service in Floyd.
- 2) The NRHD has been extremely accommodating and continues to open spots for our employees for the first vaccine and the second vaccine. The staff continues to have opportunities if they choose to take the vaccine. We just sent out an email for anyone that would like the first vaccine through the NRHD. With any employees who have symptoms or want to get tested, our experience has been they have not had trouble at this point getting a test. I haven't heard of a problem but I guess it never hurts to offer a free service.
- 3) We test our employees at (company) in house. We use a combination of rapid test (abbott binax or BD Veritor) and then contracted with AHA labs in Georgia and overnight the results to them.
- 4) So far our employees have went to their Dr. or MedXpress to get tested. I have no idea how many would use a local site. If it were free I'm guessing several adults would.
- 5) We have been purchasing Covid-19 Self Test Saliva Based kits from Clinical Reference Laboratory, Inc starting in November. We have used 9 out of 20 thus far. We did this to reduce employee downtime for testing as the express medical facilities were quite booked and backed up. These units cost us \$99 each. We have seen results in around 24 hours after FedEx picks up the package. The employees have liked the kits thus far and the process is fairly easy and straight forward.
- 6) We test at Med express and urgent care in Montgomery county and also Roanoke.
- 7) I would say possibly one to two employees a week would test but could be more if there's and exposure scare.
- 8) At this point, there is not a huge demand from our employees. We have been very fortunate so far. If it were going to be offered as a rapid test I would say maybe 1-2 a week. If it is a pcr test I do not expect much demand from our employees at this time.

19.d.

SHORTT'S EXCAVATING, INC.

Michael Shortt

Home & Fax: (540) 745-2817

1972 Franklin Pike SE

Mobile: (540) 320-2817

Floyd, VA 24091

Class A # 2705 034056A • Classification ELE H/H PLB SDS

PROPOSAL

Page No. 1 of 1 Pages

JOB NAME/NO - IV NEW TRASH/RECYCLE SITE

LOCATION: INDIAN VALLEY

PHONE

DATE 2/7/2021

To: Floyd County Board of Supervisors

We hereby submit specifications and estimates for:

Grading & graveling for a 100' X 100' new green box and recycle containers site with 2 entrances.

Quote includes :

Loading and hauling an estimated 385 loads of dirt

Installing 200' silt fence

Seeding back disturbed area

187 tons (estimated) of 357's stone 5" deep (75X100)

275 tons (estimated) of CR stone 6" deep (75X100)

122 tons (estimated) of 357's for loading and dumping areas

75 tons (estimated) of 357's stone 5" deep for entrances

125 tons (estimated) of CR stone 6" deep for entrances

Installing ECS cloth

*Clauses:

* If there is rock encountered there will be additional costs for hydraulic hammer, etc.

*County will be responsible for obtaining permits if required

WE PROPOSE hereby to furnish material and labor-complete in accordance with these specifications, for the sum of \$66,500.00

payable as follows:

All material is guaranteed to be as specified. All work to be completed in the workmanlike manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL-The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____

Signature _____

Date _____

2694 Floyd Highway, S.
Floyd, VA 24091



Phone: (540) 789-5788
Fax: (540) 789-2887
reedconstruction@swva.net

ESTIMATE
FEBRUARY 17, 2021

TO: COUNTY OF FLOYD
REF: NEW DUMPSTER PAD IN INDIAN VALLEY, VA

WORK TO BE COMPLETED AS FOLLOWS:

1. GRADING, HAULING IN DIRT AND COMPACTING PAD
2. TOPSOILING SLOPES BACK
3. INSTALL 6 INCHES OF COMPACTED BASE STONE AND 6 INCHES OF COMPACTED CRUSHER RUN STONE ON PAD
4. INSTALL GEOTECH FABRIC UNDER STONE
5. BLANKET MAT ALL SLOPES AND HYDROSEED ALL GRASS AREAS

TOTAL: \$ 68,000.00

- **PRICE GOOD FOR 30 DAYS**

NOT INCLUDED IN OUR PRICE:

1. NO TESTING
2. NO PERMITS
3. NO VDOT PERMITS

BY: REED CONSTRUCTION, INC.
GARTH REED,

PRESIDENT

Cindy Ryan

From: Dotson, William <william.dotson@vdot.virginia.gov>
Sent: Friday, February 19, 2021 8:54 AM
To: Cindy Ryan
Cc: Alexandria Chaney
Subject: Re: FW: Petition to abandon part of Rose Hill Road

Yes. And I feel for folks in the other states. Here we have the tools and experience to handle the weather emergencies.

If this is the Darrell Hylton project, I did recommend that he have at least a 40 feet wide right of way to replace the 30 feet wide prescriptive easement and include provisions to allow future utility access.

Also he may want to consider abandoning all but leave 50 feet or so where it currently connects to the state maintained road. Otherwise they will need to acquire a commercial entrance permit as soon as the abandonment takes place.

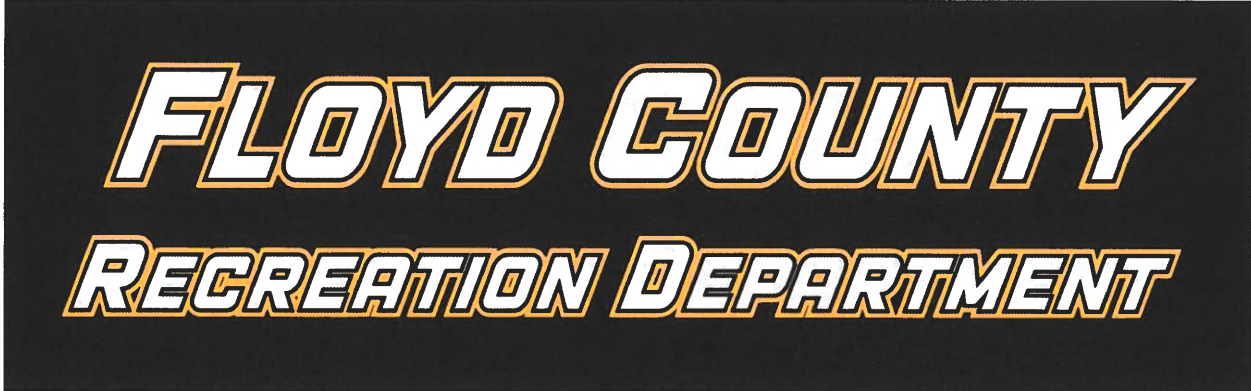
Hope this helps
Will

On Fri, Feb 19, 2021, 7:47 AM Cindy Ryan <cryan@floydcova.org> wrote:

Thank you Will for all you do. I'm glad this system wasn't as bad as the last. Now if the winds just don't take ice-covered branches down. Stay safe.

Cindy

From: Dotson, William <william.dotson@vdot.virginia.gov>
Sent: Thursday, February 18, 2021 4:33 PM
To: Cindy Ryan <cryan@floydcova.org>
Cc: Jesse Miller <Jesse.Miller@vdot.virginia.gov>; Alexandria Chaney <alexandria.chaney@vdot.virginia.gov>
Subject: Re: FW: Petition to abandon part of Rose Hill Road



Request for Proposal (RFP) # 21-2

For

Recreation Concessions

CONTRACT PERIOD: The term of this contract is for one year (time frame) or as negotiated.
There will be an option for three (3) one-year renewals or as negotiated.

Issue Date: February 25, 2021

Proposal Due Date and Hour: March 18, 2021 4:00 PM

COUNTY OF FLOYD, VIRGINIA
RFP# 21-2
ISSUE DATE: FEBRUARY 25, 2021
(TO BE COMPLETED AND RETURNED)
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Jacob Agee, Recreation Director at Jagee@floydcova.org

DUE DATE: Sealed proposals will be received until March 18, 2021 at 4:00 PM. Failure to submit proposals to the correct location by the designated due date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: County of Floyd, 120 W Oxford St, Floyd VA, 24091. Reference the due date, hour and RFP number in the lower left corner of the return envelope or package.

COMPANY INFORMATION/SIGNATURE: In compliance with this request for proposal (RFP) and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (Print)	Federal Taxpayer Number (ID#)	Contractors Registration
Business Name/DBA Name	Payment Address	Purchase Order Address
Contact Name/Title	Signature (ink)	Date
Phone Number	Fax Number	Email Address

COUNTY OF FLOYD
RFP# 21-2
Recreation Concessions

I. PURPOSE:

The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation for recreational concessions for the County of Floyd, Virginia, herein referred to as "County." The venues for this contract include all events at the Recreation Park and some events at Floyd County High School (FCHS).

II. BACKGROUND:

The area we know as Floyd County was believed to have been first mapped by expeditioners in the mid-to-late 1600's, and first settled in the mid-18th century. Floyd County was formally established and named after the sitting governor of the time, John Floyd in 1831. The County quickly became recognized for its natural beauty, textile manufacturing and agriculture.

A more detailed history can be found here <https://www.floydcova.org/history/>

III. SCOPE OF WORK:

The Floyd County Recreation Department wishes to partner with a food service vendor to provide food and beverages for spectators and participants at its sponsored or conducted events. Currently, the Recreation Park is used to play sports such as soccer, adult softball, youth baseball, t-ball, coach pitch, and softball. There will be travel baseball and softball tournaments throughout the summer as well. Those dates will be available as soon as they are announced. There is also the possibility that the Department will host more non-athletics related events in the future. The vendor should be prepared to staff all Department events.

CONTRACT RIGHTS AND OBLIGATIONS

A. *Expectations*

The Floyd County Recreation Department seeks a comprehensive agreement to include the provision of concession services at the Recreation Park. Partial concessions services may be required at FCHS when requested by the Recreation Department. The scope of the overall contract will be my mutual agreement, but we are not negotiating the scope of services to be provided on an event by event basis.

B. Exclusions

Unless agreed upon by the County of Floyd and Recreation Department, the following activities and rights shall be excluded from any resulting agreement:

1. Soft goods, novelties and any other non-food merchandise sales.
2. No vending machine rights are granted to the concessionaire.
3. Advertising rights to stadium cups and concessions are held by the County of Floyd.
4. Concessions rights to events hosted at the Recreation Park and Floyd County High School, but not conducted or sponsored by the Recreation Department.

C. Additional Considerations

1. Pricing: As a matter of general policy, prices shall not be unreasonably higher than those charged at other comparable snack/food stands for the same type and quality of product. Prices must be posted on displays in the facility. Pricing will be reviewed annually to insure a high level of service to the County and fair return to the contractor. Any and all increases in contractor pricing or amendments to this agreement must be approved by the Recreation Director.
2. Menu: The contractor will work to develop an appetizing, reasonably priced selection of menu items. A proposed menu including pricing for each venue is to be provided by the contractor.
3. Special Events of Promotions: The County reserves the right, on a limited basis, to allow another vendor supplemental food or beverage rights for a special event or promotion.
4. Furniture, Fixtures and Equipment (FF&E): All concessions areas are/will be equipped with basic concessions equipment, but the vendor may provide its own additional equipment, within reason, as approved by the County. Should the concessionaire be asked to staff an event at Floyd County High School, the Department will furnish the basic equipment necessary. The concessionaire shall be responsible for upkeep of any County FF&E.
 - i. Should the concessionaire provide its own FF&E (food truck, separate vending tent, etc) the vendor shall be solely responsible for all upkeep and proper use of said personal FF&E.
 1. Concessionaire shall be permitted to use Department electric hookups for appropriate personal FF&E with permission requested from the Recreation Director at least 72 hours prior to use. Appropriate FF&E shall be determined at the sole discretion of the Recreation Director.

5. Signage: Concessionaire may not post or permit signs to be posted to directly derive advertising revenue. Signage intended to facilitate at-event sales is permissible. All signage, design and location must be pre-approved by the Recreation Director.
6. Ownership/License To Use: The ownership of all County owned concessions stands used by the contractor pursuant to the terms of this agreement shall remain vested in the County. At the termination, expiration or non-renewal of this agreement, the contractor may remove any or all of its personal property and equipment.
7. Concessionaire will provide royalty payment and sales reports as set forth below:
 - i. Concessionaire shall provide a detailed sales reports and a royalty check payable to "Floyd County" at the conclusion of each month.
 - ii. The sales report and check should be either dropped off at the Recreation Department office, County Administration office, or mailed to PO Box 218, Floyd, VA 24091
 - iii. The sales report for the previous month and check shall be due no later than the 10th day of each month.
8. Concessionaire will provide insurance as stated in the County's terms and conditions attached as Attachment A. The concessionaire will also be required to have all licenses/permits necessary for operations including a permit from the Health Department. Permits must be posted in the concession stand at all times when in operation.

D. *Royalty Payment and Renovation Improvements*

The proposal must contain and offer to pay a royalty fee to the County for concessionaire rights. The offer must be in the form of a percentage of gross sales with less sales tax on all items sold. The minimum royalty shall be set at 10%. Should the concessionaire use, or wish to have the option to use their own FF&E (food truck, personal/business food equipment or tent), they shall offer two separate royalty fees. One fee shall be for the use of County facilities/FF&E, and the other shall be the fee for when personal/business FF&E are used. All bids shall not be less than 10% of all gross sales, regardless of FF&E used.

E. *Concession Areas Identified*

The Recreation Department will provide the following locations for food concessions:

1. Recreation Park
 - i. Stand up freezer
 - ii. Household refrigerator/freezer combo
 - iii. Several microwaves

- iv. Popcorn machine
 - v. Cotton candy machine (may or may not be operational)
 - vi. Drink cooler
 - vii. Stove
 - viii. Assorted household kitchen appliances, utensils and tools
2. Floyd County High School (Varies by field/gym location)
- ix. Foldable tables
 - x. Coolers
 - xi. Assorted miscellaneous equipment

F. *Quality of Service*

It is the requirement of the County that the concessions service be of the highest quality attainable and reasonable. All concessions areas are to be kept clean, orderly and sanitary at all times and in strict accordance with all applicable law, ordinances, rules, regulations and environmental health/safety requirements. All food must be served in individual Styrofoam, paper or plastic containers as approved by the Recreation Department. The selling price of the food items must be mutually agreed upon by both parties.

All food sold or kept for sale shall be first quality, wholesome and pure. No imitation, adulterated or misbranded article shall be sold or kept for sale, and all merchandise kept on hand shall be sorted and handled with due regard for sanitation. Leftover merchandise shall not be sold at any time.

The Recreation Department shall have the right to reject the type of service and the quality of food and drink products and requires the undesirable elements of service, food and drink be discontinued or remedied. Failure of the concessionaire to take appropriate action after notification, in writing or verbal, may result in the cancellation of the contract.

The concessionaire shall constantly endeavor to improve the operation with a view toward developing gross receipts potential and service to the patrons at athletic or other Department events.

G. *Operating Conditions*

The County will, at its own expense, provide limited normal utilities required for concession operations. Anything herein to the contrary notwithstanding, the Recreation Department shall not be liable or responsible for any failure to furnish the services set forth above occasioned by breakdown or failure of

apparatus, equipment or machinery employed in supplying the said services, any temporary stoppage for the repair, improvement or enlargement thereof or any act or condition beyond its reasonable control.

The concessionaire shall be entitled to enter upon and remain in said premises only during Department events and for reasonable time prior to and subsequent to events, and only for the purpose of exercising during events the rights and privileges herein mentioned. The concessionaire may be given permission to enter the premises for stocking and cleaning purposes.

Nothing herein contained shall be held to limit or qualify the right of the County to a free and unobstructed use, occupation and control of its facilities and ingress and egress for itself, its lessee and the public. Representatives of the Recreation Department shall have the right to enter upon and have access to all spaces occupied by the concessionaire during the time events are not in operation, and all times when concession employees are present and not present.

The concessionaire shall have concessions open and in operation at reasonable time before, during and after all events as determined by the Recreation Department. The concession shall not be in operation when there are no Department events except as may be approved by the Department or County. Hours of operation are can be amended as demand and reasonability dictates. All changes to hours of operation must be communicated to and approved by the Recreation Department Director prior to enacting said changes.

The Recreation Department reserves the right to direct the concessionaire to partially or completely suspend sales during those events with which full concession operations may be incompatible.

The County and/or the Recreation Department shall not be responsible for any goods, merchandise or equipment stored at the concession sites nor will it be responsible for damage resulting from fire, explosion, falling plaster, steam, gas, electricity, power failure, water or rain which may leak from any part of the building, dampness of any kind, theft, vandalism, flood, earthquake, act of God or any other cause whatsoever.

H. *Cleaning and Maintenance*

The concessionaire shall provide its own janitorial service, pick up, clean up and disposal of all litter for all space assigned or used in its operations. The

concessionaire shall keep neat, clean and in a sanitary condition all premises and the surrounding areas used by him/her during the term of the contract. All refuse and waste materials created by the concessionaire's operations excluding that in seating areas shall be promptly disposed of after each event at the expense of the concessionaire. Waste foods will be kept in closed containers until removed from the playing field.

The entire area within the radius of twenty-five (25) feet of each stand, commissary and work area shall be kept clean and free from all rubbish. All obstructions shall be removed by the concessionaire.

The concessionaire must employ the necessary personnel before, during and after the hours of any event to comply with this provision. At the Recreation Park, the Department will furnish outdoor trash receptacles. The Department will be responsible for dumping the trash receptacles.

The concessionaire shall not permit any waste, injury or damage upon or to the stadium, playing fields or the equipment or appurtenances. At the expiration of the concession contract, the concessionaire shall leave the stadium and other facilities and their equipment in at least the same condition as that in which they were at the commencement of the contract, less normal wear and tear.

I. *Concession Employees*

Concession employees shall at all times reflect personal cleanliness.

Concession employees shall at all times be polite and courteous in their dealings with patrons. Concession employees shall not unreasonably disturb or offend spectators or interfere with the program event in progress. The Recreation Department shall be the sole judge in the determination of such matters.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

- i. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to:

Dr. Linda S. Millsaps, County Administrator
Floyd County Administration
PO Box 218

120 W Oxford Street
Floyd, VA 24091

Identify on the outside of the envelope: Sealed RFP #21-2

RFP Due date: March 18, 2021, 4:00 PM

The offeror shall make no other distribution of the proposal.

ii. Proposal Preparations:

- a) Proposal shall be signed by an authorized representative or the offeror. All information requested should be submitted. The County Administrator/Recreation Director will review all proposals to ensure required information is included. Failure to submit all information requested may result in a disqualified application. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b) Proposals will be reviewed and evaluated by a committee as designated by the County.
- c) Proposals should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis shall be placed on completeness and clarity of content.
- d) Proposal should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter and repeat the text of the requirements as it appears in the RFP if a response covers more than one page. 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 specially

addressed.

- e) Each copy of the proposal should be bound in a appropriate, practical manner. All documentation submitted with the proposal should be contained in that single volume.
- f) Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginal Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trave secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal, document, line items prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

B. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and as detailed as possible so that the County may properly evaluate your capabilities to provide the required services.

Offerors are required to submit the following information/items as a complete proposal.

- i. The return of the General Information Form and addenda, if any, signed and filled out as required.
- ii. Three (3) recent references for whom you have provided the type of services described herein. Include the date(s) of the services that were furnished, the client's name, address and the name/phone number of the individual to contact.
- iii. Plan for providing concessions services.
- iv. A description of the offeror's experience and qualifications.
- v. A description of the offeror's compensation package offered including but not limited to the minimum guaranteed royalty license payments, a

proposal for each contract year of the percentage of gross sales to be paid the Recreation Department. Gross sales is defined as all collected cash revenue associated with any contract resulting from this solicitation less applicable sales tax.

- iii. A proposed menu including pricing for each item.
- iv. Evidence of financial stability.

V. EVALUATION AND AWARD OF THE CONTRACT:

A. Evaluation Criteria

Proposals shall be evaluated by the County using the following criteria

- i. **45%.** The skill, quality, experience, professional time commitment, and ability to perform the tasks required while providing a quality product, every single time. Menu is attractive and practical for recreational purposes.
- ii. **30%.** Compensation Package. % of revenue offered along with any additional benefits.
- iii. **15%.** Vendors plan for providing services. How the vendor plans staff events, provide consistency with food/drink services, and drive revenue.
- iv. **10%.** References/Financial Stability. How well is the vendor thought of by references? Does the vendor have a well-known product? Are their finances a question?

VI. RESERVATION OF RIGHTS:

The County reserves the right to award in part or in whole, to one or more vendors, or to reject any or all proposals, whichever is deemed to be in its best interest.

VII. CONTRACT ADMINISTRATION:

The Recreation Director shall be identified as the contract administrator and shall use all powers under the contract to enforce its faithful performance. The Recreation Director shall determine the amount, quantity, acceptability, fitness of all aspects of the service and shall decide all other questions in connection with the services.

VIII. PAYMENT PROCEDURES:

The County will process payment at:
P.o. Box 218
120 W Oxford Street
Floyd, VA 24091

GENERAL TERMS AND CONDITIONS

1. General Provisions

- A. The work of the Contractor hereunder is performed as an independent contractor. The Contractor is not an employee of the County, and the County will not control the means, methods, techniques or procedures of the Contractor performing the work, and the Contractor is expected to use its own judgment in providing the results called for under this contract. Nothing in any resulting contract shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein.
- B. This contract is subject to appropriations by the County.
- C. All bids shall remain valid for a period of ninety (90) days after the scheduled due date.
- D. Withdrawal of bids due to error shall follow the procedures contained in § 2.2-4330(A) and (B)(1) of the Code of Virginia, 1950, as amended.
- E. The County reserves the right to reject any and all bids/proposals in accordance with § 2.2-4319 of the Code of Virginia, 1950, as amended.
- F. All procurements by the County will adhere to the provisions of the Virginia Public Procurement Act, §§ 2.2-4300 *et seq.*, of the Code of Virginia, 1950, as amended.

2. Laws of the Commonwealth

- A. Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Contractor represents to the County that it will:
 - 1. Conform to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
 - 2. Not employ illegal alien workers or otherwise violate the provisions of the Immigration Reform and Control Act of 1986;
 - 3. Comply with federal, state and local laws and regulations applicable to the performance of the services procured; and

4. Has submitted the bid or proposal in full compliance with the Virginia Conflict of Interest Act.

B. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:

1. The Contractor (1) will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, disability, status as a service-disabled veteran, national origin or other status prohibited by state law, (2) will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and (3) will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor under this contract. All notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section; and
2. The Contractor will include the provisions of the foregoing subparagraph 2.(B)(1) in every subcontract or purchase order under this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:

The Contractor shall A) provide a drug-free workplace for its employees; B) 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 its workplace and specify the actions which will be taken against any employee for a violation; C) state in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and D) include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor.

For purposes of this sub-paragraph, "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 the provisions of the Virginia Public Procurement Act, 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.

- D. In addition to the provisions contained in sub-paragraph C. pertaining to drug-free place, Contractor shall comply with the federal Drug Free Workplace Act.
- E. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.

"Faith-based Organization" means 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 Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the County and a faith-based organization, you are hereby notified as follows:

Neither the County's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the County of Floyd, c/o Floyd County Administrator.

3. Certifications

The Contractor certifies that:

- A. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal,

(2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation;

- B. The Contractor has not offered or received any kickback from any other bidder or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
- C. The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid proposal is to be performed;
- D. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and
- E. The Contractor or subcontractor has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- F. The Contractor certifies that the bid or proposal has been submitted, to the best of Contractor's knowledge, in full accordance with the requirements of Virginia Law governing ethics in public contracting, including without limitation the Virginia State and Local Government Conflicts of Interests Act, § 2.2-3100 *et seq.*, of the Code of Virginia, and the Virginia Public Procurement Act § 2.2-4300 *et seq.*, of the Code of Virginia.

4. Warranties

Any goods or services furnished by the Contractor under the contract shall be covered by the most favorable warranties provided by the Contractor to any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the County. The Contractor agrees that if such warranties are in any respect breached, the Contractor will pay to the County the full contract price agreed to by the County to be paid for the supplies, materials, equipment or services furnished under the bid or proposal.

5. Modifications, Additions or Changes

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the County; however, no fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the contract or \$50,000 whichever is greater without the approval of the County. The amount of any contract may not be increased for any purpose without adequate consideration provided to the County.

6. Assignment

The contract may not be assigned, sublet, or transferred without the written consent of the County.

7. Audit

The Contractor's (and its authorized agents, state auditors, the grantor of the funds to the County, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives) records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until five (5) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor. In addition, the County shall not be responsible for any overages not approved by change order and will deduct such amounts from the final contract payment.

8. Ownership of Documents

Any reports, studies, photographs, negatives, or other documents prepared by Contractor in the performance of its obligations under any resulting contract shall be remitted to the County by the Contractor upon completion, termination or cancellation of this Contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of the County. The County shall own the intellectual property rights to all materials produced under this contract.

All data submitted to the County deemed to be confidential or proprietary by Contractor, whether as part of Contractor's proposal or as part of Contractor's work product under a contract with County shall be appropriately marked for protection in accordance with the Virginia Freedom of Information Act and the Virginia Public Procurement Act.

9. Payment and Performance Bond

For any Contract for construction, the amount of which exceeds \$500,000, the Contractor shall furnish to the County the bonds required under Sections 2.2-4336 and 2.2-4337 of the Code and shall otherwise fully comply with the requirements of such sections of the Code. The County reserves the right to require payment and/or performance bonds in the amount of the Contract for any other Contracts, whether or not required by such sections of the Code.

10. Required Payment

Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees to:

- A. within seven (7) days after receipt of any amounts paid to the Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from the County attributable to the work under the Contract performed by such subcontractor, or (ii) notify the County and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;
- B. provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract; and
- C. pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 12a. above.
- D. include in its contracts with any and all subcontractors the requirements of a, b, and, c above.

11. Liability Coverage

Unless otherwise expressly excepted in the procurement announcement documents prepared by the County, the Contractor shall take out and maintain during the life of the Contract such bodily injury, liability and property damage liability insurance as shall protect it and the County from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this agreement. Such insurance shall at least have the coverages and be in the amounts set forth in section 12 “Insurance and Bond Requirements” set forth below and shall name the Board of Supervisors and the County as an Additional Insureds. Such insurance must be issued by a company admitted within the Commonwealth of Virginia. The Contractor shall provide the County with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the County at least 30 days’ notice prior to cancellation or other termination of such insurance. The County shall be named as a co-insured on all such policies and evidence of such status as a co-insured shall be provided to the County prior to the time the contract is executed by the County.

12. Insurance and Bond Requirements

The Contractor shall maintain the following insurance to protect it and County from claims under the Workmen’s Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under the Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them.

The Firm agrees to indemnify, defend, and hold harmless the County and its officers, agents, and employees, from any and all claims, demands, actions or causes of action against the County or its officers, agents, or employees, alleging damage or injury arising out of the acts or omissions of Firm or its agents and employees; provided, however, that such provision shall not apply to the extent that the damage or injury is attributable to the sole negligence of the County or its officers, agents, or employees.

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
Workers’ Compensation and Employer’s Liability including coverage under United States Longshoremen’s and Harbor Worker’s Act where applicable	Statutory limits
Comprehensive General Liability endorsement coverages.	Including the Broad Form C.G.L.
Premises – Operations	\$1,000,000 Each Occurrence
Bodily Injury Liability and Property Damage Liability Combined	\$2,000,000 Aggregate
Including: Underground Hazard (U)	

Explosion and Collapse
Hazard (XC)

Independent Contractors – County’s Protective Bodily Injury Liability and Property Damage Liability Combined	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Completed Operations - Products Liability Bodily Injury Liability and Property Damage Liability Combined for five (5) years after payment	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Contractual Bodily Injury Liability and Property Damage Liability Combined in accordance with Agreement between County and Contractor	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Personal Injury with Employee’s Exclusion C deleted	\$2,000,000 Aggregate
Automobile Bodily Injury Liability and Property Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non-owned, or hired by the Contractor	\$1,000,000 Per Accident
Umbrella/Excess Liability	\$2,000,000 Each Occurrence \$2,000,000 Aggregate
Professional Liability Insurance	\$2,000,000 Limit of Liability (When applicable to the services to be provided under the contract)

A. The Contractor shall purchase and maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the County for damage thereto.

B. The County reserves the right to require insurance of any Contractor in greater amounts provided notice of such requirements is stated in the Solicitation.

13. Environmental Management

The Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable. If the County should have to defend any enforcement action against it relating to the services provided by the Contractor

under the Agreement, the Contractor shall indemnify and hold harmless the County for any such actions, including reimbursing the County for all costs associated with defending such actions, attorneys fees and costs, and shall correct without cost to the County any defects or deficiencies found that are directly attributable to the Contractor.

14. No Waiver

Any failure of the County to demand rigid adherence to one or more of this Agreement's provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive the County of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

15. Loss or Damage in Transit

Delivery by the Contractor to a common carrier does not constitute delivery to County. Any claim for loss or damage incurred during delivery shall be between the Contractor and the carrier. The County accepts title only when goods are received regardless of the F.O.B. point. The County will note all apparent damages in transit on the freight bill and notify the Contractor. Discovery of concealed damages or loss will be reported by the County to the carrier and the Contractor within seven days of receipt and prior to removal from the point of delivery if possible. The Contractor shall make immediate replacement of the damaged or lost merchandise or be in default of the Contract. It shall be the Contractor's responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of the County, the Contractor may deduct the amount of damage or loss from his or her invoice to the County in lieu of replacement.

16. Choice of Law

To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law.

17. Forum Selection

The parties hereby agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Court of Floyd County, Virginia or if appropriate jurisdiction exists, in the United States District Court for the Western District of Virginia.

18. Severability

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

19. Limitation of Liability

The Contract is subject to annual appropriation by the Board of Supervisors of Floyd County. Neither the Contract nor any amount due or to become due under the Contract shall be deemed to constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including Floyd County, Virginia. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the County of Floyd, shall be obligated to pay any amount due or to become due under this Contract except from funds annually appropriated by the Board of Supervisors of Floyd County for such purpose.

20. Notices

All requests, notices and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery or telegram to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the County shall be sent to:

The County of Floyd, Virginia
c/o Dr. Linda S. Millsaps, County Administrator
P.O. Box 218
120 W. Oxford Street
Floyd, Virginia 24019

And

Stephen V. Durbin, Esq.
County Attorney
150 Peppers Ferry Rd, NE
P.O. Box 2009
Christiansburg, VA 24068-2009

21. Contractual Claims Procedure

A. Contractual claims or disputes by Contractor, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after the event

giving rise to such claim; provided, however, that Contractor shall give the County written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

- B. The County, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.
- C. If the Contractor disagrees with the decision of the County concerning any pending claim, the Contractor shall promptly notify the County by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the County or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the County, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- D. The decision on contractual claims by the governing body of the County shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.

Criteria	Score (Circle only one for each criteria)	Weight	Weighted Score
<p>A. Experience and qualifications. Menu.</p> <p>The skill, quality, experience, professional time commitment, and ability to perform the tasks required while providing a quality product, every single time. Menu is attractive and practical for recreational purposes.</p>	<p>5- Excellent as evidenced by a comprehensive, attractive, full menu. Vendor has the ability to offer a product that can consistently be produced with a high degree of quality. Vendor has a proven track record of success and high-quality food. Vendor has obvious experience as a chef, restaurateur or otherwise.</p> <p>4- Good as evidenced by a comprehensive menu. Vendor has the ability to provide a high-quality product. Vendor has somewhat limited track record or evidence of success. Vendor has good potential.</p> <p>3- Moderate as evidenced by an adequate menu. Food choices may have to be either updated or changed. Compromise is likely necessary. Vendor has marginal success or brand recognition.</p> <p>2- Marginal as evidenced by an incomplete or unrelated menu. Food choices do not fit typical concession style food or are unrealistic to provide consistently or with high quality. Vendor has no history of successful or consistent business. Heavy compromise is necessary for this to work.</p> <p>1-Unacceptable as evidenced by a complete lack of menu or ability to show services provided. Vendor shows no ability to complete any concession related work.</p>	45%	

Criteria	Score (Circle only one for each criteria)	Weight	Weighted Score
B. Compensation Package	<p>5- Excellent as evidenced by very attractive compensation package. Vendor offers 19% or more. If vendor uses own FF&E, percentage of 17% or more. This must be an incredible package.</p> <p>4- Good as evidenced by a still yet attractive compensation package. Ideally 15-18.9% commission on revenue. If Vendor offers own FF&E, percentage would be 14-16.9%.</p> <p>3- Moderate as evidenced by the median anticipated offer from vendors. Looking for 12.1-14.9% in this range. If vendor offers own FF&E, percentage would be 11.6-13.9%</p> <p>2- Marginal as evidenced by the minimal commitment past the initial required 10% commission. This range is from 10-12%.</p> <p>1-Unacceptable as evidenced by offering less than 10% commission. Offer must be 10% or more regardless if own FF&E is used.</p>	30%	

Criteria	Score (Circle only one for each criteria)	Weight	Weighted Score
<p>C. Plan for providing services.</p> <p>How the vendor plans staff events, provide consistency with food/drink services, and drive revenue.</p>	<p>5- Excellent as evidenced by clear plan to provide quality services day in and day out. Vendor shows clear ability to provide great quality, responsible employees for all events. Vendor would represent the Department well. Ability to be flexible and responsive to game/event changes. Shows clear ability to drive revenue.</p> <p>4- Good as evidenced by a plan that shows an ability to provide services as needed. Employees would not be an issue. This vendor may require a small amount of compromise. Vendor knows how to run a business.</p> <p>3- Moderate as evidenced by a "run of the mill" plan for services and employees. Nothing sticks out as "very attractive" about vendors plan. This vendor may require some direction or compromise. Vendor shows they have some knowledge of running a business</p> <p>2- Marginal as evidenced by vendors lack of clear plan for implementing services on a regular basis or providing quality employees. A great deal of direction, supervision or oversight will be needed for this vendor. Vendor shows little evidence of business experience.</p> <p>1-Unacceptable as evidenced by a completely missing, non-sensical or totally inadequate plan to staff events or provide consistent service. No plans to drive revenues.</p>	15%	

Criteria	Score (Circle only one for each criteria)	Weight	Weighted Score
<p>D. References/Financial Stability</p> <p>How well is the vendor thought of by references? Does the vendor have a well known product? Are their finances a question?</p>	<p>5- Excellent as evidenced by glowing references. Vendor is well known in the food community. Finances are not in question. Consistent positive cash flow.</p> <p>4- Good as evidenced by good reference responses. Vendor is known and generally looked well upon in the food service community. Finances are generally indicative of a good positive cash flow.</p> <p>3- Moderate as evidenced by neutral to positive reference responses. Might be a new vendor or business. Finances indicate there may be some questions as to their stability.</p> <p>2- Marginal as evidenced by luke-warm to negative reference responses. Finances do not give any conclusive evidence of stability. Business may not be a good fit.</p> <p>1-Unacceptable as evidenced by negative reference response. Finances are non-existent, show negative cash flow, or otherwise indicate the vendor will be a high risk.</p>	10%	

10.g.
10.h.

Bid due date for agenda items 10.g. and 10.h. changed to 4:00 p.m. Monday, February 22, 2021 because of office closure on original due date. Will provide results at meeting Tuesday evening.