

City Council Meeting Packet



July 17, 2018

AGENDA

Norton City Council

July 17, 2018

6:00 P.M.

1. Roll Call
2. Invocation – Rev. Freddie Powers
3. Pledge of Allegiance
4. Approval of Minutes
 1. Meeting of June 19, 2018
5. Audience for Visitors
6. Public Hearing:
 - A. A Public Hearing to Consider Changes to Chapter 18 (Procurement) of the City Code.
 1. Public Hearing
 2. Comments by City Council
 3. Consideration by Council
7. New Business
 - A. Consideration of a Moral Obligation Resolution in Support of a Norton City Schools Lease Purchase Agreement.
 - B. Presentation on a Proposed Junior Fire Fighter Program Being Considered by the Norton Fire Department.

- C. Update on the Norton Rescue Squad's Efforts to Purchase a New Ambulance.
- D. Authorization to Execute a Memorandum of Agreement between the Department of Social Services and Kid's Central.
- E. Presentation about a Summer Parks and Recreation Internship and Theatre Arts Camp.
- F. Confirmation of a Check/Transfer in Excess of \$100,000.
- G. Closed Meeting for Personnel as Per Section 2.2-3711 (A) (1) of the Code of Virginia as Amended.
 - 1. Appointment to the Norton Social Services Advisory Board to Fill the Unexpired Term of Lann Malesky Whose Term Expires 05/22/19.
 - 2. Appointment to the Norton Social Services Advisory Board to Fill the Unexpired Term of Ann Holbrook Whose Term Expires 05/22/19.
 - 3. Appointment to the Norton Social Services Advisory Board to Fill the Unexpired Term of Dorie Stidham Whose Term Expires 08/05/20.
 - 4. Appointment to the Black Diamond Rural Conservation Development Council, Currently Adam Wells Whose Term Expires 07/01/18.

To 07/01/20
 - 5. Appointment to the Planning Commission, Currently Robert Isaac Whose Term Expires 07/31/18.

To 07/31/22

6. Appointment to the Tourism Committee, Currently Jane Sandt Whose Term Expires 09/30/21.

7. Appointment to the Heart of Appalachia Regional Tourism Authority for a Two Year Term.

To 07/01/20

8. Comments by the City Manager, City Attorney, and City Council.

9. Adjournment.

The regularly scheduled meeting of the Norton City Council was held Tuesday, June 19, 2018, at 6:00 p.m., in the Municipal Council Chambers with Mayor William Mays presiding.

Present: Mark Caruso, Robert Fultz, Jr., William Mays, Joseph Fawbush, and Delores Belcher

Also Present: Fred L. Ramey, Jr., City Manager and Bill Bradshaw, City Attorney

The invocation was given by Pastor Gary Hill and was followed by the Pledge of Allegiance led by Police Chief James Lane.

Also, Mayor Mays said he would like Council to consider amending the agenda to include under Item 7-C-1 a Resolution in Support of a Virginia Department of Housing and Community Development (VHCD) Application from the Rural Community Development Initiative.

It was the consensus of Council to amend the agenda to include under Item 7-C-1 a Resolution in Support of a Virginia Department of Housing and Community Development (VHCD) Application from the Rural Community Development Initiative.

Upon a motion by Councilwoman Belcher, seconded by Councilman Fultz, and passed by the following vote: YES – Fultz, Mays, Fawbush, Belcher, NO – None, ABSENT – None, ABSTAIN – Caruso, Council moved to adopt the minutes of the June 5, 2018, meeting as presented.

There was no response to the Mayor's Call for Visitors.

A public hearing was held to consider a list of prepared budget amendments to the 2017-2018 General Operating Fund in the amount of \$1,489,719.

Mr. Ramey stated the purpose of the budget amendments is to remain in compliance with auditing requirements. He said the list of proposed amendments include unappropriated reserves in the amount of \$106,910, loan proceeds in the amount of \$703,000, and additional revenue in the amount of \$679,809 for a total budget amendment of \$1,489,719. He said the complete list of proposed FY18 Budget Amendments was included in Council's packet and he gave a brief synopsis of these expenditures and revenues.

Mayor Mays opened the public hearing.

There being no public comment, Mayor Mays closed the public hearing.

Upon a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by unanimous roll call vote, Council moved to adopt the amendments to the 2017-2018 General Operating Fund Budget in the amount of \$1,489,719.

Council had been presented with an Ordinance Adopting the Budget for the City of Norton, Virginia for the Fiscal Year of July 1, 2018 through June 30, 2019 Appropriating Funds for all Contemplated Expenses of the City for the Fiscal Year and Placing Levies

Upon all Real Estate, Personal Property, Bank Stock, Licenses, Fees, User Charges, and all Other Levies as Previously Imposed or Modified Herein.

Mr. Ramey said Council and City Administration have been working on the budget process since February. He noted that a decline in local revenue in several categories, especially retail sales which is down 2.46 percent for the year, is the primary factor driving the city's budget. Mr. Ramey stated the city has postponed capital projects and other department necessities for the past several years to make the budget work. He said the General Operating Fund includes a 12 percent health increase, two percent cost of living (COLA) for employees, a step increase for employees who qualify, and no revenue enhancements for FY19. Mr. Ramey remarked the Enterprise Fund shows an increase of \$72,654 and includes a seventy-five cent increase to the base water rate structure. Mr. Ramey said Norton Social Services is level funded for the FY19 budget.

After the budget presentation, Mr. Ramey noted at the June 5th meeting, Council made a change to the appropriation to Norton City Schools in the amount of \$31,302 for the FY19 Budget, and City Administration needs Council's direction on where to place these unallocated funds. Mr. Ramey said City Administration recommends placing the \$31,302 in Contingency.

Councilman Caruso commented this year's budget process has been extremely difficult due to continuing revenue declines and rising expenditures. He said Council would like to provide full funding requests to all city departments and agencies that are in need of operational funds to provide goods and services to our citizens. Councilman Caruso said the largest percentage of the city's budget is appropriated to Norton City Schools and the second largest percentage of the annual budget is allocated to public safety. He stated recently, Council approved local funding of Norton City Schools in the amount of \$1,624,311, debt service in the amount of \$813,765, and the Textbook Fund \$22,107 for total funding of \$2,460,183 for FY19. Councilman Caruso noted the recently approved appropriation to Norton City Schools did not include their request of \$31,302 for a potential matching safety grant and technology upgrades at John I. Burton High School. He said many negative comments were made at the June 12th Norton City School Board Meeting concerning Council's refusal to fund the schools at the amount they requested. Councilman Caruso stated Norton City School Board did not provide Council with documentation that safety or security issues exists at Norton City Schools that require immediate funding. He said, at present, the only information Council received is a request for additional funding with no information or explanation of need so Council could make an informed decision. Councilman Caruso stated it is nearly impossible in these difficult economic times to allocate resources to a problem that has not been documented to exist. He said if the situation changes, amendments can be made to the budget. Councilman Caruso noted that the City contributes over \$800,000 per year toward Norton City Schools that is not considered in the Required Local Effort (RLE) formula. In addition, the City partners with the school system to provide a School Resource Officer (SRO) whose role is to secure the schools each day. He noted the city's cost share for the SRO position is over \$14,000 per year. Furthermore, he said last year Council provided \$135,000 over the Required Local Effort (RLE) in addition to the SRO funds and the \$800,000 debt service. Councilman Caruso said Council makes informed and deliberate choices always being cognizant of public safety. He stated the city's and school's total budget dollars are roughly equal but Council must provide services, personnel, and maintenance for an entire

city, not just two buildings. Councilman Caruso said Council has always been 100 percent committed to public safety and to Norton City Schools. He said no Council Member is happy with the numbers they must work with and that most citizens understand the funding constraints declining revenue places on Council and City Administration. Councilman Caruso said he believes Norton can have a great school system and fund the essential services to our citizens. He said Council crafted the best budget possible considering all the challenges the city is operating under. Councilman Caruso said each department must do more with less and find creative ways to make up shortfalls. He said Council has never failed to fund the schools at, or above, the RLE and he believes Council correctly prioritized the budget based upon the information provided to them. Councilman Caruso further stated Norton City Schools recently received three new grants totaling over \$100,000, of which two of the grants can be used for any purpose the school board determines necessary. He said these two new grant funds will now allow the school board to mitigate any safety and security issues on their own if they believe a problem exists at Norton City Schools for which no documentation was provided.

Councilman Fawbush stated Council has always been supportive of Norton City Schools. He said Council approved renovations and new construction to Norton Elementary and Middle School and renovations at John I. Burton High School. Councilman Fawbush said it is imperative that that all departments recognize the budgetary constraints the city is currently experiencing and understand that the city is still obligated to service the school debt even though revenues have declined. He said Council and city administration is working diligently to increase revenues and hopefully the city's economic future will improve.

Upon a motion by Councilman Caruso, seconded by Councilman Fawbush, and passed by the following roll call vote: YES – Caruso, Fultz, Fawbush, Belcher, Mays, NO – None, ABSENT – None, Council moved to adopt An Ordinance Adopting the Budget for the City of Norton, Virginia for the Fiscal Year of July 1, 2018 Thru June 30, 2019 Appropriating Funds for all Contemplated Expenses of the City for the Fiscal Year and Placing Levies Upon all Real Estate, Personal Property, Bank Stock, Licenses, Fees, User Charges, and all Other Levies as Previously Imposed or Modified Herein.

Council was presented a Resolution Adopting a Five-Year Capital Improvements Program.

Mr. Ramey advised the purpose of this document is to show Council has studied and identified the needs and wants of the community and through the budget process Council is incorporating the first year of the Capital Improvements Program with years four through five understood to be recommendations.

Councilman Caruso encouraged residents to look back several years at the Five-Year Capital Improvements Program planned for 2018-2019 and see the list of items that have not been funded because of other priorities.

Councilman Fultz stated this document gives Council a realistic picture of what is needed for the next five years and it assists Council in prioritizing the needs. He said these items will not be funded this year or next year. Council has worked on the current budget for five months and every department was evaluated. Councilman Fultz commented spending the public's money is an enormous responsibility and he commended Council and City Administration for the current budget.

Upon a motion by Councilman Fultz, seconded by Councilwoman Belcher, and passed by unanimous roll call vote, council moved to adopt A Resolution of the City Council of the City of Norton Adopting a Five-Year Capital Improvements Program. (Insert)

Council had been presented with a Proposed Update to Chapter 18 (Procurement) of the Norton City Code.

Mr. Ramey explained the city's recent award of a downtown revitalization grant requires the city to provide its Procurement Ordinance for review. He said he asked the City Attorney to review the current ordinance and he is requesting authorization to advertise a public hearing on the proposed updates to the Procurement Ordinance.

Mr. Bradshaw added he reviewed the ordinance and the proposed update to Chapter 18 corresponds to State Code on the procurement process. He noted there will be a few last minute updates from the state and that small purchases are exempt from competitive bidding process.

It was the consensus of Council to authorize the City Manager to advertise the Proposed Update to Chapter 18 (Procurement) of the Norton City Code at the July 17th meeting.

Council was presented with a Resolution in Support as a Recipient in the Rural Community Development Initiative Grant.

The City Manager advised he received the request today from the Virginia Department of Housing and Community Development (VDHCD). Mr. Ramey said the grant increases the city's capacity to undertake economic development programs downtown. He said VDHCD is the grant applicant and not matching funds are required from the city.

Upon a motion by Councilman Caruso, seconded by Councilman Fultz, and passed by unanimous roll call vote, council moved to adopt A Resolution in Support as a Recipient in the Rural Community Development Initiative Grant. (Insert)

Upon a motion by Councilman Caruso, seconded by Councilwoman Belcher, and passed by unanimous roll call vote, council moved to go into closed meeting to discuss personnel as per Section 2.2-3711 (A) (1) of the Code of Virginia, as amended.

Mayor Mays declared council in closed meeting.

At this time, Mayor Mays excused the City Attorney from the meeting.

Upon a motion by Councilman Fawbush, seconded by Councilman Caruso, and passed by unanimous vote, council moved to go back into open meeting.

Mayor Mays declared council back in open meeting.

The Clerk polled each member of council as to the Certification of Closed Meeting with each answering yes. The Clerk then read a Resolution of the Certification of Closed Meeting.

Upon a motion by Councilman Caruso, seconded by Councilman Fawbush, and passed by unanimous vote, council moved to adopt A Resolution of the Certification of Closed Meeting. (Insert)

Mayor Mays opened the floor for nominations to the Wise County/City of Norton Youth Services Board for a four-year term to expire on July 1, 2022.

Councilman Fultz nominated Makala Martinez to be reappointed to the Wise County/City of Norton Youth Services Board for a four-year term to expire on July 1, 2022.

Upon a motion by Councilman Fawbush, seconded by Councilman Caruso, and passed by unanimous vote, council moved that the nominations cease.

Mayor Mays declared Makala Martinez to be reappointed to the Wise County/City of Norton Youth Services Board for a four-year term to expire on July 1, 2022.

In comments from the City Manager:

Mr. Ramey informed Council that former City Manager Mickey Newman passed away last week.

He advised Council the School Resource Officer Grant was approved and this year may be the last year this position is grant funded through the state.

Mr. Ramey said he attended a ceremony on June 16th at the Norton Elementary and Middle School honoring the 1951 Norton Little League State Championship Team. He noted the 1951 team is the only Little League State Champion from Southwest Virginia and was the first desegregated baseball team in the Commonwealth.

He thanked the Chamber of Commerce and everyone who participated in the Best Friend Festival.

Mr. Ramey advised the 2018 VML Conference is scheduled September 30th through October 2nd in Hampton, Virginia. He asked members to advise him if they plan to attend.

He provided copies of upcoming activities planned for the month of July, the latest Retail Sales Tax Report, and traffic counts for Route 619 and the entrance to Flag Rock.

The following comments were made by council members:

Councilwoman Belcher commented before the Chief Local Elected Officials (CLEO) meeting began she was advised that the Appalachian School of Law and the Appalachian College of Pharmacy were giving up to \$7,000,000 to create a diesel and mechanic school.

She said Virginia is rebranding the Virginia Career Works and they have hired a firm from Florida to handle the rebranding for this agency.

Councilwoman Belcher said she was informed that CLEO's Executive Committee is required to be involved in the Medicaid Expansion.

She said financial information for CLEO will be provided in the next council packet. The report will show a balance of funds but this money is carryover funds for the agency to operate until funding comes through in November.

Councilman Fultz advised members he would not be in attendance at the July 17th meeting.

Councilman Caruso thanked City Administration for their due diligence on the FY19 Budget and noted it has been a difficult budget year.

Councilman Caruso again encouraged everyone to review the past five years of the Five-Year Capital Improvements Programs so that everyone realizes what projects and

needs have not been funded due to revenue constraints and other priorities taking precedence.

Councilman Fawbush advised the Virginia Coalfield Coalition is reviewing the final documents of the Bristol Virginia Utilities and Sunset Digital Communications merger and it should be completed in July.

He said the Best Friend Festival and High Knob Music Festival were successful and he thanked everyone involved in these two events.

Councilman Fawbush noted the John I. Burton High School Ladies Tennis Team advanced to the State Quarter Finals with the singles and doubles teams advancing on to Blacksburg for those final games.

He said he will be attending the Town of Marion's Music Festival on July 21st to see The Cleverly's Bluegrass Band Comedy Group.

There being no further business to come before Council, the meeting adjourned.

CITY OF NORTON, VIRGINIA

William Mays, Mayor

ATTEST:

Clerk of Council

BEING AN ORDINANCE AMENDING THE PROCUREMENT CODE
OF THE CITY OF NORTON

WHEREAS, the Procurement Code of the City of Norton as presently enacted is in need of substantial revision to bring it into conformity with the Code of Virginia of 1950, as amended through the 2018 Session of the Virginia General Assembly, and

WHEREAS, Council has considered the provisions of the Procurement Ordinance drafted at its direction and attached hereto as a part hereof, and has duly advertised and held a public hearing with respect to the proposed new ordinance.

NOW THEREFORE, BE IT ORDAINED AS FOLLOWS:

1. Sections 18-1 through 18-159, inclusive, of Chapter 18 of the Code of the City of Norton are hereby repealed.
2. Sections 18.1-1 through 18.1-65, inclusive, of the Procurement Ordinance attached hereto are hereby adopted.
3. This Ordinance shall take effect thirty (30) days after its adoption.

MAYOR

ATTEST:

CLERK OF CITY COUNCIL

<u>Name</u>	<u>For</u>	<u>Against</u>
Delores Belcher	_____	_____
Joseph Fawbush	_____	_____
Mark Caruso	_____	_____
Robert Fultz	_____	_____
William Mays	_____	_____



June 28, 2018

NOTICE OF PUBLIC HEARING

The City Council of the City of Norton, Virginia will hold a Public Hearing on Tuesday, July 17, 2018 at 6:00 PM in the Municipal Council Chambers located at 618 Virginia Avenue, N.W., Norton, Virginia. The purpose of the hearing is to receive public comments on proposed amendments to Chapter 18 (Procurement) of the City Code. A copy of the proposed ordinance will be available for inspection Monday through Friday between 8:30 A.M. and 5:00 P.M. in the City Manager's Office or available at www.nortonva.gov. All attendance and comments at the meeting are encouraged and welcome.

Fred L. Ramey, Jr.

City Manager

This institution is an equal opportunity provider and employer.

TO THE COALFIELD:

Please run in the Friday, July 6th and July 10th of the Coalfield.

**PROCUREMENT ORDINANCE
TABLE OF CONTENTS**

ARTICLE 1: GENERAL PROVISIONS

SEC. 18.1-1 Short Title.....1
SEC. 18.1-2 Purpose; Intent of Council.....1
SEC. 18.1-3 Definitions.....2
SEC. 18.1-3.1 Purchasing system established; designation and bond of purchasing agent..... 5
SEC. 18.1-3.2 General Powers and duties of the purchasing agent..... 5
SEC. 18.1-3.3 Purchase to be in accord with chapter; sale of obsolete or unusable personal property..... 7
SEC. 18.1-3.4 Compliance with conditions on federal grants or contracts..... 8
SEC. 18.1-3.5 Process for competitive sealed bidding..... 8
SEC. 18.1-3.6 Process for competitive negotiation..... 9

ARTICLE 2. CONTRACT FORMATION AND ADMINISTRATION

SEC. 18.1-7 Methods of procurement..... 13
SEC. 18.1-7.1 Architectural and professional engineering term contracting; limitations..... 15
SEC. 18.1-7.2 Job order contracting; limitations..... 16
SEC. 18.1-8 Joint and cooperative procurement..... 17
SEC. 18.1-9 Competitive procurement by the City on state-aid projects..... 18
SEC. 18.1-10 Modification of the contract..... 18
SEC. 18.1-11 Discrimination prohibited; participation of small, women-owned, minority-owned, and service disabled veteran-owned business and employment services organization..... 19
SEC. 18.1-12 Employment discrimination by contractor prohibited; required contract provisions..... 20
SEC. 18.1-13 Compliance with federal, state and local laws and federal immigration law; required contract provisions..... 20
SEC. 18.1-14 Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth..... 21
SEC. 18.1-15 Drug-free workplace to be maintained by contractor; required contract provisions..... 22
SEC. 18.1-16 Use of brand names..... 23
SEC 18.1-17 Comments concerning specifications..... 23
SEC. 18.1-18 Prequalification generally; prequalification for construction..... 23
SEC. 18.1-19 Negotiation with lowest responsible bidder..... 26
SEC. 18.1-20 Cancellation, rejection of bids; waiver of informalities..... 26
SEC. 18.1-21 Exclusion of insurance bids prohibited..... 27
SEC. 18.1-22 Debarment..... 27

SEC. 18.1-23	Purchase of flags of the United States and the Commonwealth by public bodies.....	27
SEC. 18.1-24	Preference for Virginia products with recycled content and for Virginia firms.....	27
SEC. 18.1-25	Preference for local products and firms; applicability.....	29
SEC. 18.1-26	Energy forward pricing mechanisms.....	29
SEC. 18.1-27	Withdrawal of bid due to error.....	30
SEC. 18.1-28	Contract pricing arrangements.....	32
SEC. 18.1-29	Workers' compensation requirements for construction contractors and subcontractors.....	32
SEC. 18.1-30	Retainage on construction contracts.....	33
SEC. 18.1-31	Deposit of certain retained funds on certain contracts with local governments; penalty for failure to timely complete.....	33
SEC. 18.1-32	Public construction contract provisions barring damages for unreasonable delays declared void.....	35
SEC. 18.1-33	Bid bonds.....	36
SEC. 18.1-34	Performance and payment bonds.....	37
SEC. 18.1-35	Alternative forms of security.....	39
SEC. 18.1-36	Bonds on other than construction contracts.....	39
SEC. 18.1-37	Action on performance bond.....	39
SEC. 18.1-38	Actions on payment bonds; waiver of right to sue.....	39
SEC. 18.1-39	Public inspection of certain records.....	40

ARTICLE 3. EXEMPTIONS AND LIMITATIONS

SEC. 18.1-40	Permitted contracts with certain religious organizations; purpose; limitations.....	42
SEC. 18.1-41	Exemptions from competition for certain transactions.....	44
SEC. 18.1-42	Exemptions from competitive sealed bidding and competitive negotiation for certain transactions; limitations.....	45

ARTICLE 4. PROMPT PAYMENT

SEC. 18.1-43	Prompt payment of bills.....	45
SEC. 18.1-44	Date of postmark deemed to be date payment is made.....	46
SEC. 18.1-45	Payment clauses to be included in contracts.....	46

ARTICLE 5. REMEDIES

SEC. 18.1-46	Ineligibility.....	48
SEC. 18.1-47	Appeal of denial of withdrawal of bid.....	49
SEC. 18.1-48	Determination of nonresponsibility.....	49
SEC. 18.1-49	Protest of award or decision to award.....	51
SEC. 18.1-50	Effect of appeal upon contract.....	52
SEC. 18.1-51	Stay of award during protest.....	53
SEC. 18.1-52	Contractual disputes.....	53

SEC. 18.1-53	Legal actions.....	55
SEC. 18.1-54	Administrative appeals procedure.....	56
SEC. 18.1-55	Alternative dispute resolution.....	57

ARTICLE 6. ETHICS IN PUBLIC CONTRACTING

SEC. 18.1-56	Purpose.....	57
SEC. 18.1-57	Definitions.....	58
SEC. 18.1-58	Proscribed participation by public employees in procurement transactions.....	58
SEC. 18.1-59	Disclosure of subsequent employment.....	59
SEC. 18.1-60	Prohibition on solicitation or acceptance of gifts; gifts by bidders, offerors, contractor of subcontractors prohibited.....	59
SEC. 18.1-61	Kickbacks.....	60
SEC. 18.1-62	Participation in bid preparation; limitation on submitting bid for same procurement.....	61
SEC. 18.1-63	Purchase of building materials, etc., from architect or engineer prohibited.....	61
SEC. 18.1-64	Misrepresentations prohibited.....	62
SEC. 18.1-65	Penalty for violation.....	62

**PROCUREMENT ORDINANCE
ARTICLE 1. GENERAL PROVISIONS**

SEC. 18.1-1. Short title.

This chapter may be cited as the Procurement Ordinance of the City of Norton.

SEC. 18.1-2 Purpose; Intent of Council.

(a) The purpose of this chapter is to enunciate the public policies pertaining to governmental procurement from nongovernmental sources, to include governmental procurement that may or may not result in monetary consideration for either party. This chapter shall apply whether the consideration is monetary or nonmonetary and regardless of whether the City, the contractor, or some third party is providing the consideration.

(b) To the end that the City obtain high quality goods and services at reasonable cost, that all procurement procedures be conducted in a fair and impartial manner with avoidance of any impropriety or appearance of impropriety, that all qualified vendors have access to public business and that no offeror be arbitrarily or capriciously excluded, it is the intent of Council that competition be sought to the maximum feasible degree, that procurement procedures involve openness and administrative efficiency, that the City enjoy broad flexibility in fashioning details of such competition, that the rules governing contract awards be made clear in advance of the competition, that specifications reflect the procurement needs of the City rather than being drawn to favor a particular vendor, and that the purchaser and vendor freely exchange information concerning what is sought to be procured and what is offered. The City may consider best value concepts when procuring goods and nonprofessional services, but not construction or professional services. The criteria, factors, and basis for consideration of best value and the

process for the consideration of best value shall be as stated in the procurement solicitation.

similar to Code of Virginia §2.2-4300

SEC. 18.1-3. Definitions.

As used in this chapter:

“Affiliate” means an individual or business that controls, is controlled by, or is under common control with another individual or business. A person controls an entity if the person owns, directly or indirectly, more than 10 percent of the voting securities of the entity. For the purposes of this definition “voting security” means a security that (i) confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business or (ii) is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. A general partnership interest shall be deemed to be a voting security.

“Best value” as predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to the City’s needs.

“Business” means any type of corporation, partnership, limited liability company, association, or sole proprietorship operated for profit.

“Competitive negotiation” is the method of contractor selection set forth in Sec. 18-3.6.

“Competitive sealed bidding” is the method of contractor selection set forth in Sec. 18-3.5.

“Construction” means building, altering, repairing, improving or demolishing any structure, building or highway, and any draining, dredging, excavation, grading or similar work upon real property.

“Employment services organization” means an organization that provides employment services to individuals with disabilities that is an approved Commission on the Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department for Aging and Rehabilitative Services.

“Goods” means all material, equipment, supplies, printing and automated data processing hardware and software.

“Informality” means a minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid, or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

“Job order contracting” means a method of procuring construction by establishing a book of unit prices and then obtaining a contractor to perform work as needed using the prices, quantities, and specifications in the book as the basis of its pricing. The contractor may be selected through either competitive sealed bidding or competitive negotiation depending on the needs of the City. A minimum amount of work may be specified in the contract. The contract term and the project amount shall not exceed the limitations specified in Sec. 18-7.2.

“Multiphase professional services contract” means a contract for the providing of professional services where the total scope of work of the second or subsequent phase of the contract cannot be specified without the results of the first or prior phase of the contract.

“Nonprofessional services” means any services not specifically identified as professional services in the definition of professional services.

“Potential bidder or offeror” for the purposes of Sec. 18-48 and Sec. 18-52 means a person who, at the time the City negotiates and awards or proposes to award a contract, is engaged in the sale or lease of goods, or the sale of services, insurance or construction, of the type to be procured

under the contract, and who at such time is eligible and qualified in all respects to perform that contract, and who would have been eligible and qualified to submit a bid or proposal had the contract been procured through competitive bidding or competitive negotiation.

“Professional services” means work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering.

“City” means the City of Norton, Virginia acting through City Council or designees of City Council.

“Public contract” means an agreement between the City and a nongovernmental source that is enforceable in a court of law.

“Responsible bidder” or “offeror” means a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.

“Responsive bidder” means a person who has submitted a bid that conforms in all material respects to the Invitation to Bid.

“Reverse auctioning” means a procurement method wherein bidders are invited to bid on specified goods or nonprofessional services through real-time electronic bidding, with the award being made to the lowest responsive and responsible bidder. During the bidding process, bidders’ prices are revealed and bidders shall have the opportunity to modify their bid prices for the duration of the time period established for bid opening.

“Services” means any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

similar to Virginia Code § 2.2-4301

SEC. 18.1-3.1 Purchasing system established; designation and bond of purchasing agent.

- (a) There is hereby established a purchasing system to operate under the direction and supervision of the City Manager.
- (b) The City Manager is hereby designated and appointed as the purchasing agent for the City. The City Manager may, at his discretion, designate a member of the City Staff as purchasing agent and such person shall be subject to the general direction and control of the City Manager.
- (c) Council may require the purchasing agent to give an official bond in an amount to be established by Council and on a form to be approved by the City Attorney.

Ord. of 11-16-82 (2) §§ 1-3

SEC. 18.1-3.2 General Powers and duties of the purchasing agent.

- (a) The purchasing agent shall serve as the principal public purchasing official for the City and shall be responsible for the procurement of goods, services, insurance and construction in accordance with this chapter, as well as the management and disposal of supplies.
- (b) In accordance with this chapter, the purchasing agent shall:
 - (1) Purchase or supervise the purchasing of all goods, services, insurance and construction needed by the City.
 - (2) Exercise direct supervision over the City's general stores and general supervision over all other inventories of goods belonging to the City.
 - (3) Sell, trade, or otherwise dispose of surplus goods belonging to the City.
 - (4) Establish and maintain programs for specifications development, contract administration and inspection and acceptance, in cooperation with the public agencies using the goods, services or construction.

(c) Consistent with this chapter, the purchasing agent may adopt operational procedures relating to the execution of his duties. In addition, the purchasing agent shall have the power and duty to:

- (1) Purchase or contract for all goods, services, insurance and construction required by using department, except as provided herein.
- (2) Ensure preparation and enforcement of standard specifications.
- (3) Ensure the inspection of all deliveries of goods, services, or construction purchased through him to determine their conformance with the order or contract.
- (4) Act to procure for the City the highest quality of goods, services, insurance and construction at the least expense to the City.
- (5) Endeavor to obtain as full and open competition as possible on all purchases and sales.
- (6) Keep informed of current developments in the fields of purchasing, prices, market conditions and new products.
- (7) Secure for the City the benefits of research done in the fields of purchasing by other governmental jurisdictions, national societies, national trade associations, and by private business and organizations.
- (8) Prepare and adopt standard purchase nomenclature for the using departments and for goods.
- (9) Prepare, adopt, and maintain a vendor's file containing catalogues, descriptions of commodities, prices and discounts.

(10) Declare vendors who default on their quotations as irresponsible bidders and to qualify them from receiving business from the City for a stated period of time, subject to the approval of the City Manager.

(11) Maintain a current file of sources of goods, services, insurance and construction to be known as a bidder list vendors can request to be included.

(12) Not to issue any order for delivery on a purchase until the City Treasurer shall have certified, after pre-audit, that there is to the credit of the using agencies concerned a sufficient unencumbered appropriation balance, in excess of all unpaid obligations, to defray the amount of such order.

(13) Perform such other functions and duties as may be necessary in keeping with good purchasing practices.

Ord. of 11-16-82(2), §§ 4, 5

SEC. 18.1-3.3 Purchase to be in accord with chapter; sale of obsolete or unusable personal property.

(a) All purchases of, and contracts for, supplies, materials, equipment and contractual services shall be in accordance with the chapter.

(b) All sales of personal property which has become obsolete and unusable shall be based wherever feasible on competitive bids. If the amount of the sale is estimated to exceed five thousand dollars (\$5,000.00), sealed bids shall, unless Council shall provide otherwise, be solicited by public notice inserted at least once in a newspaper of countywide circulation at least five (5) calendar days before the final date of submitting bids.

Ord. of 11-16-82(2), §46

SEC. 18.1-3.4 Compliance with conditions on federal grants or contracts.

Where a procurement transaction involves the expenditure of federal assistance or contract funds, the receipt of which is conditioned upon compliance with mandatory requirements in federal laws or regulations not in conformance with the provisions of this chapter, the City may comply with such federal requirements, notwithstanding the provisions of this chapter, only upon written determination of Council that acceptance of the grant or contract funds under the applicable conditions is in the public interest. Such determination shall state the specific provision of this chapter in conflict with the conditions of the grant or contract.

Ord. of 11-16-82(2), §3

SEC. 18.1-3.5 Process for competitive sealed bidding.

The process for competitive sealed bidding shall include the following:

1. Issuance of a written Invitation to Bid containing or incorporating by reference the specifications and contractual terms and conditions applicable to the procurement. Unless the City has provided for prequalification of bidders, the Invitation to Bid shall include a statement of any requisite qualifications of potential contractors. No Invitation to Bid for construction services shall condition a successful bidder's eligibility on having a specified experienced modification factor. When it is impractical to prepare initially a purchase description to support an award based on prices, an Invitation to Bid may be issued representing the submission of unpriced offers to be followed by an Invitation to Bid limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.

2. Public notice of the Invitation to Bid at least 10 days prior to the date set for receipt of bids published in a newspaper of general circulation. Bids may be solicited directly from potential contractors.
3. Public opening and announcement of all bids received.
4. Evaluation of bids based upon the requirements set forth in the Invitation to Bid, which may include special qualifications of potential contractors, life-cycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability; and
5. Award to the lowest responsive and responsible bidder. When the terms and conditions of multiple awards are so provided in the Invitation to Bid, awards may be made to more than one bidder.

For the purposes of subdivision 1. “experience modification factor” means a value assigned to an employer as determined by a rate service organization in accordance with its uniform experience rating plan.

Similar provisions, Code of Virginia §2.2-4302.1

SEC. 18.1-3.6. Process for competitive negotiation.

- A. The process for competitive negotiation shall include the following:
 1. Issuance of a written Request for Proposal indicating in general terms that which is sought to be procured, specifying the factors that will be used in evaluated the proposal, indicating whether a numerical scoring system will be used in evaluation of the proposal, and containing or incorporating by reference the other applicable contractual terms and conditions, including an unique capabilities, specifications or qualifications that will be required. In the event that a numerical scoring system will be used in the evaluation of proposals, the point

values assigned to each of the evaluation criteria shall be included in the Request for Proposal or posted at the location designated for public posting of procurement notices prior to the due date and time for receiving proposals. No Request for Proposal for construction authorized by this chapter shall condition a successful offeror's eligibility on having a specified experience modification factor.

2. The City shall publish in a newspaper of general circulation in the area in which the contract is to be performed so as to provide reasonable notice to the maximum number of offerors that can be reasonably anticipated to submit proposals in response to the particular request. In addition, proposals may be solicited directly from potential contractors.

3. For goods, nonprofessional services, and insurance, 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 if so stated in the Request for Proposal. In the case of a proposal for information technology, the City shall not require an offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole primary determining factor. After negotiations have been conducted with each offeror so selected, the City shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to one or more offeror. Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or

that one offeror is clearly more highly qualified than the others under construction, a contract may be negotiated and awarded to that offeror, or

4. For professional services, the City shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the City in addition to the review of the professional competence of the offeror. The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the City may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of prices for services. In accordance with Sec. 18.1-39, proprietary information from competing offerors shall not be disclosed to the public or to competitors. For architectural or engineering services, the City shall not request or require offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to Virginia state law, until after the qualified offerors are ranked for negotiations. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the City shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the City, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the City may award contracts to more than one offeror.

Should the City determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

B. Multiphase professional services contracts satisfactory and advantageous to the completion of large, phased, or long-term projects may be negotiated and awarded based on a fair and reasonable price for the first phase only, where the completion of the earlier phases is necessary to provide information critical to the negotiation of a fair and reasonable price for succeeding phases. Prior to entering into any such contract, the City shall (i) state the anticipated intended total scope of the project and (ii) determine in writing that the nature of the work is such that the best interests of the City require awarding the contract.

For the purposes of subdivision A 1, “experience modification factor” means a value assigned to an employer as determined by a rate service organization in accordance with its uniform experience rating plan.

Similar provision Code of Virginia §2.2-4202.2

ARTICLE 2. CONTRACT FORMATION AND ADMINISTRATION.

SEC. 18.1-7. Methods of procurement.

A. All public contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance, or construction, shall be awarded after competitive sealed bidding, or competitive negotiation as provided in this section, unless otherwise authorized by law.

B. Professional services shall be procured by competitive negotiation.

C. Goods, services other than professional services, and insurance may be procured by competitive sealed bidding or competitive negotiation.

Upon a written determination made in advance by Council to the City that competitive negotiation is either not practical or not fiscally advantageous, insurance may be procured through a licensed agent or broker selected in the manner provided for the procurement of things other than professional services set forth in subsection E. of this section. The basis for this determination shall be documented in writing.

D. Construction may be procured only by competitive bidding, except that competitive negotiation may be used in the following instances:

1. By the City on a fixed price design-build basis or construction management basis as provided in Va. Code Chapter 43.1 (§2.2-4378 *et seq.*); or
2. By the City for the construction of highways and any draining, dredging, excavating, grading or similar work upon real property upon a determination made in advance by the City and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, which writing shall document the basis for this determination.

E. Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination. The City shall issue a written notice stating that only one source was determined to be practicably available, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. The notice shall be published in a newspaper of general circulation on the day the City awards or announces its decision to award the contract, whichever occurs first.

F. In case of emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such completion as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. The City shall issue a written notice stating that the contract is being awarded on an emergency basis, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be published in a newspaper of general circulation on the day the City awards or announces its decision to award the contract, whichever occurs first, or as soon thereafter as is practicable.

G. The City may establish purchase procedures, if adopted in writing, not requiring competitive sealed bids or competitive negotiation for single or term contracts for:

1. Goods and services other than professional services and non-transportation-related construction, if the aggregate or the sum of all phases is not expected to exceed \$100,000; and
2. Transportation-related construction, if the aggregate or sum of all phases is not expected to exceed \$25,000.00.

However, such small purchase procedures shall provide for competition wherever practicable.

Such purchase procedures may allow 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 \$80,000.00.

Where small purchase procedures are adopted for construction, the procedures shall not waive compliance with the Uniform State Building Code.

H. Upon a determination made in advance by the City and set forth in writing that the purchase of goods, products or commodities from a public auction sale is in the best interests of the public, such items may be purchased at the auction, including online public auctions.

I. The purchase of goods or nonprofessional services, but not construction or professional services, may be made by reverse auctioning. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by reverse auctioning.

Similar to Virginia Code §2.2-4303

SEC. 18.1-7.1 Architectural and professional engineering term contracting; limitations.

A. A contract for architectural or professional engineering services relating to multiple construction projects may be awarded by the City, provided (i) the projects require similar experience and expertise, (ii) the nature of the projects is clearly identified in the Request for Proposal, and (iii) the contract is limited to a term of one year or when the cumulative total project fees reach the maximum authorized in this section, whichever occurs first.

Such contracts may be renewable for four additional one-year terms at the option of the City.

The fair and reasonable prices as negotiated shall be used in determining the cost of each project performed.

- B. The sum of all projects performed in a one-year contract term shall not exceed \$500,000.00.
- C. Competitive negotiations for such architectural or professional engineering services contracts may result in awards to more than one offeror, provided (i) the Request for Proposal so states and (ii) the City has established procedures for distributing multiple projects among the selected contractors during the contract term. Such procedures shall prohibit requiring the selected contractors to compete for individual projects based on price.
- D. The fee for any single project shall not exceed \$150,000.00.

Similar to Virginia Code §2.2-4301.1

SEC. 18.1-7.2 Job order contracting; limitations.

- A. A job order contract may be awarded by the City for multiple jobs, provided (i) the jobs require similar experience and expertise, (ii) the nature of the jobs is clearly identified in the solicitation, and (iii) the contract is limited to a term of one year or when the cumulative total project fees reach the maximum authorized in this section, whichever occurs first. Contractors may be selected through either competitive sealed bidding or competitive negotiation.
- B. Such contracts may be renewable for two additional one-year terms at the option of the City. The fair and reasonable prices as negotiated shall be used in determining the cost of each job performed, and the sum of all jobs performed in a one-year contract term shall not exceed \$1 million. Individual job orders shall not exceed \$500,000.00.
- C. For the purposes of this section, any unused amounts from one contract term shall not be carried forward to any additional term.
- D. Order splitting with the intent of keeping a job order under the maximum dollar amounts prescribed in subsection B is prohibited.

E. The City shall not issue or use a job order, under a job order contract, solely for the purpose of receiving professional architectural or engineering services that constitute the practice of architecture or the practice of engineering as those terms are defined in §54.1-400. However, professional architectural or engineering services may be included on a job order where such professional services (i) are incidental and directly related to the job, (ii) do not exceed \$25,000.00 per job order, and (iii) do not exceed \$75,000.00 per contract term.

Similar to Virginia Code §2.2-4303.2

SEC. 18.1-8 Joint and cooperative procurement.

A. The City may participate in, sponsor, conduct, or administer a joint procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, the U. S. General Services Administration, or the Metropolitan Washington Council of Governments, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods, services, or construction.

B. In addition, the City may purchase from another public body's contract or from the contract of the Metropolitan Washington Council of Governments or the Virginia Sheriffs' Association even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was a cooperative procurement being conducted on behalf of other public bodies, except for:

1. Contracts for architectural or engineering services; or
2. Construction, except for the installation of artificial turf and track surfaces, including all associated and necessary construction, which shall not be subject to the limitations prescribed in

this subdivision. Nothing in this subdivision shall be construed to prohibit sole source or emergency procurements.

C. The City may purchase from any authority, department, agency, or institution of the Commonwealth's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was a cooperative procurement being conducted on behalf of other public bodies.

D. As authorized by the United States Congress and consistent with applicable federal regulations, and provided the terms of the contract permit such purchases.

The City may purchase goods and nonprofessional services from a U. S. General Services Administration contract or a contract awarded by any other agency of the U. S. government.

Similar to Code of Virginia §2.2-4304

SEC. 18.1-9 Competitive procurement by the City on state-aid projects.

No contract for the construction of any building or for an addition to or improvement of an existing building by the City for which state funds of not more than \$50,000.00 in the aggregate or for the sum of all phases of a contract or project either by appropriation, grant-in-aid or loan, are used or are to be used for all or part of the cost of construction shall be let except after competitive sealed bidding or after competitive negotiation. The procedure for the advertising for bids or for proposals and for letting of the contract shall conform to this chapter.

Similar to Code of Virginia §2.2-4305

SEC. 18.1-10 Modification of the contract.

A. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or \$50,000.00, whichever is greater, without the advance written

approval of the City. 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 City may extend the term of any existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.

Similar to Code of Virginia §2.2-4309

SEC. 18.1-11 Discrimination prohibited; participation of small, women-owned, minority-owned, and service disabled veteran-owned business and employment services organization.

A. In the solicitation or awarding of contracts, the City shall not discriminate against a bidder or offeror 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 City shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity, which list shall include all companies and organizations certified by the Department.

B. The City shall establish programs consistent with this chapter to facilitate the participation of small businesses, businesses owned by women, minorities, and service disabled veterans, and employment services organizations in procurement transactions. The programs established shall be in writing and shall comply with the provisions of any enhancement or remedial measures. Contracts and subcontracts awarded to employment services organizations shall be credited toward the small business, women-owned, and minority-owned business contracting and subcontracting goals of state agencies and contractors.

Similar to Code of Virginia §2.2-4310

SEC. 18.1-12 Employment discrimination by contractor prohibited; required contract provisions.

The City shall include in every contract of more than \$10,000.00 the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, 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.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

Similar to Code of Virginia §2.2-4311

SEC. 18.1-13 Compliance with federal, state, and local laws and federal immigration law; required contract provisions.

All public bodies shall provide in every written contract that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth,

knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Similar to Code of Virginia §2.2-4311.1

SEC. 18.1-14 Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.

A. The City shall include in every written contract a provision that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

B. Pursuant to competitive sealed bidding or competitive negotiation, the City shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

C. Any bidder or offeror described in subsection B 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 City.

D. Any business entity described in subsection A that enters into a contract with the City pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or

registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

E. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Similar to Code of Virginia §2.2-4311.2

SEC. 18.1-15 Drug-free workplace to be maintained by contractor; required contract provisions.

The City shall include in every contract over \$10,000.00 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, 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 chapter, 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.

Similar to Code of Virginia §2.2-4312

SEC. 18.1-16 Use of brand names.

Unless otherwise provided in the Invitation to Bid, the name of a certain brand, make or manufacturer shall not restrict bidders to the specific brand, make or manufacturer named and shall be deemed to convey the general style, type, character, and quality of the article desired.

Any article that the public body 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.

Similar to Code of Virginia §2.2-4315

SEC 18.1-17 Comments concerning specifications.

Every public body awarding public contracts shall establish procedures whereby comments concerning specifications or other provisions in Invitations to Bid or Requests for Proposal can be received and considered prior to the time set for receipt of bids or proposals or award of the contract.

Similar to Code of Virginia §2.2-4316

SEC 18.1-18 Prequalification generally; prequalification for construction.

A. Prospective contractors may be prequalified for particular types of supplies, services, insurance or construction, and consideration of bids or proposals limited to prequalified contractors. Any prequalification procedure shall be established in writing and sufficiently in advance of its implementation to allow potential contractors a fair opportunity to complete the process.

B. Any prequalification of prospective contractors for construction by the City shall be pursuant to a prequalification process for construction projects adopted by the City. The process shall be consistent with the provisions of this section.

The application form used in such process shall set forth the criteria upon which the qualifications of prospective contractors will be evaluated. The application form shall request of prospective contractors only such information as is appropriate for an objective evaluation of all prospective contractors pursuant to such criteria. The form shall allow the prospective contractor seeking prequalification to request, by checking the appropriate box, that all information voluntarily submitted by the contractor pursuant to this subsection shall be considered a trade secret or proprietary information subject to the provisions of subsection D.

In all instances in which the City requires prequalification of potential contractors for construction projects, advance notice shall be given of the deadline for the submission of prequalification applications. The deadline for submission shall be sufficiently in advance of the date set for the submission of bids for such construction so as to allow the procedures set forth in this subsection to be accomplished.

At least 30 days prior to the date established for submission of bids or proposals under the procurement of the contract for which the prequalification applies, the City shall advise in writing each contractor who submitted an application whether that contractor has been prequalified. In the event that a contractor is denied prequalification, the written notification to the contractor shall state the reasons for the denial of prequalification and the factual basis of such reasons.

A decision by the City denying prequalification under the provisions of this subsection shall be final and conclusive unless the contractor appeals the decision.

C. The City may deny prequalification to any contractor only if the City finds one of the following:

1. The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the City shall be sufficient to establish the financial ability of the contractor to perform the contract resulting from such procurement.
2. The contractor does not have appropriate experience to perform the construction project in question.
3. The contractor or any officer, director or owner thereof has had judgments entered against him within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management.
4. The contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with the City without good cause. If the City has not contracted with a contractor in any prior construction contracts, the City may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable construction contracts with another public body without good cause. The City may not utilize this provision to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior construction project file and such information relating thereto given to the contractor at that time, with the opportunity to respond.

5. The contractor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting.

6. The contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government.

7. The contractor failed to provide to the City in a timely manner any information requested by the City relevant to this subsection.

Similar to Code of Virginia §2.2-4317

SEC. 18.1-19 Negotiation with lowest responsible bidder.

Unless canceled 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 public body 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 public body prior to issuance of the Invitation to Bid and summarized therein.

Similar to Code of Virginia §2.2-4318

SEC. 18.1-20 Cancellation, rejection of bids; waiver of informalities.

A. An Invitation to Bid, a Request for Proposal, any other solicitation, or any and all bids or proposals, may be canceled or rejected. The reasons for cancellation or rejection shall be made part of the contract file. The City shall not cancel or reject an Invitation to Bid, a Request for Proposal, any other solicitation, bid or proposal pursuant to this section solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

B. The City may waive informalities in bids.

Similar to Code of Virginia §2.2-4319

SEC. 18.1-21 Exclusion of insurance bids prohibited.

Notwithstanding any other provisions of law, no insurer licensed to transact the business of insurance in the Commonwealth or approved to issue surplus lines insurance in the Commonwealth shall be excluded from presenting an insurance bid proposal to a public body in response to a request for proposal or an invitation to bid. Nothing in this section shall preclude a public body from debarring a prospective insurer.

Similar to Code of Virginia §2.2-4320

SEC. 18.1-22 Debarment.

Prospective contractors may be debarred from contracting for particular types of supplies, services, insurance or construction, for specified periods of time. Any debarment procedure shall be established in writing by the City. Any debarment procedure may provide for debarment on the basis of a contractor's unsatisfactory performance for the City.

Similar to Code of Virginia §2.2-4321

SEC. 18.1-23 Purchase of flags of the United States and the Commonwealth by public bodies.

Notwithstanding any provision of law to the contrary, whenever the City purchases a flag of the United States or a flag of the Commonwealth for public use, such flag shall be made in the United States from articles, materials, or supplies that are grown, produced, and manufactured in the United States, if available.

Similar to Code of Virginia §2.2-4323.1

SEC. 18.1-24 Preference for Virginia products with recycled content and for Virginia firms.

- A. In the case of a tie bid, preference shall be given to goods produced in Virginia, goods or services or construction provided by Virginia persons, firms or corporations; otherwise the tie shall be decided by lot.
- B. Whenever the lowest responsive and responsive 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 the City 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, 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.

Similar to Code of Virginia §2.2-4324

SEC. 18.1-25 Preference for local products and firms; applicability.

- A. The City may, in the case of a tie bid, give preference to goods, services and construction produced in the City or provided by persons, firms or corporations having principal places of business in the City, if such a choice is available; otherwise the tie shall be decided by lot.
- B. The provisions of this section shall apply to bids submitted pursuant to a written Invitation to Bid.

Similar to Code of Virginia §2.2-4328

SEC. 18.1-26 Energy forward pricing mechanisms.

- A. As used in this section, unless the context requires a different meaning:
 “Energy” means natural gas, heating oil, propane, diesel fuel, unleaded fuel, and any other energy source except electricity.
 “Forward pricing mechanism” means either: (i) a contract or financial instrument that obliges the City to buy or sell a specified quantity of energy at a future date at a set price or (ii) an option to buy or sell the contract or financial instrument.
- B. Notwithstanding any other law to the contrary but subject to available appropriation, the City may use forward pricing mechanisms for budget risk reduction.
- C. Forward pricing mechanism transactions shall be made only under the following conditions:
1. The quantity of energy affected by the forward pricing mechanism shall not exceed the estimated energy use for the City for the same period, which shall not exceed 48 months from the trade date of the transaction; and
 2. A separate account shall be established for operational energy for the City if using a forward pricing mechanism.

D. Before exercising the authority under this section, the City shall develop written policies and procedures governing the use of forward pricing mechanisms and disclosure of the same to the public.

E. Before exercising authority under subsection B, the City shall establish an oversight process that provides for review of the City's use of forward pricing mechanisms. The oversight process shall include internal or external audit reviews; annual reports to, and review by, an internal investment committee; and internal management control.

Similar to Code of Virginia §2.2-4329.1

SEC. 18.1-27 Withdrawal of bid due to error.

A. 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, with 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, and 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 a bid sought to be withdrawn.

B. One of the following procedures for withdrawal of a bid shall be selected by the City and stated in the advertisement for bids:

1. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers of such notice; or

2. Where the City opens the bids one day following the time fixed for the submission of bids, the bidder shall submit to the City his original work papers, documents and materials used in the preparation of the bid at or prior to the time fixed for the opening of bids. The work papers shall be delivered by the bidder in person or by registered mail. The bidder shall have two hours after the opening of bids within which the claim in writing any mistake as defined herein and withdraw his bid. The contract shall not be awarded by the City until the two-hour period has elapsed.

Under these procedures, the 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.

C. The City may establish procedures for the withdrawal of bids for other than construction contracts.

D. No bid shall be withdrawn under this section 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.

E. If a bid is withdrawn in accordance with this section, the lowest remaining bid shall be deemed to be the low bid.

F. 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.

G. The City shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw the bid. If the City denies the withdrawal of a bid under the provisions of this section, 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 City shall return all work papers and copies thereof that have been submitted by the bidder.

Similar to Code of Virginia §2.2-4330

SEC. 18.1-28 Contract pricing arrangements.

A. Except as prohibited in this section, public contracts may be awarded on a fixed price or cost reimbursement basis, or on any other basis that is not prohibited.

B. Except in the case of emergency affecting the public health, safety, or welfare, no public contract shall be awarded on the basis of cost plus a percentage of cost.

Similar to Code of Virginia §2.2-4331

SEC. 18.1- 29 Workers' compensation requirements for construction contractors and subcontractors.

No contractor shall perform any work on a construction project of the City unless he (i) has obtained, and contains to maintain for the duration of the work, workers' compensation coverage

required pursuant to the provisions of Chapter 8 (§65.2-800 *et seq.*) of Title 65.2 and (ii) provides prior to the award of contract, on a form furnished by the City, evidence of such coverage.

Similar to Code of Virginia §2.2-4332

SEC. 18.1-30 Retainage on construction contracts.

A. In any public contract for construction that provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least ninety-five percent of the earned sum when payment is due, with no more than five percent being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment.

B. Any subcontract for a public project that provides for similar progress payments shall be subject to the provisions of this section.

Similar to Code of Virginia §2.2-4333

SEC. 18.1-31 Deposit of certain retained funds on certain contracts with local governments; penalty for failure to timely complete.

A. The City, when contracting directly with contractors for public contracts of \$200,000.00 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations where portions of the contract price are to be retained, shall include in the Bid Proposal an option for the contractor to use an escrow account procedure for utilization of the City's retainage funds by so indicating in the space provided in the proposal documents. In the event the contractor elects to use the escrow account procedure, the escrow agreement form included in the Bid Proposal and Contract shall be executed and

submitted to the City within fifteen calendar days after notification. If the escrow agreement form is not submitted within the fifteen-day period, the contractor shall forfeit his rights to the use of the escrow account procedure.

B. In order to have retained funds paid to an escrow agent, the contractor, the escrow agent, and the surety shall execute an escrow agreement form. The contractor's escrow agent shall be a trust company, bank or savings institution with its principal office located in the Commonwealth. The escrow agreement and all regulations adopted by the City entering into the contract shall be substantially the same as that used by the Virginia Department of Transportation.

C. This section shall not apply to public contracts for construction for railroads, public transit systems, runways, dams, foundations, installation or maintenance of power systems for the generation and primary and secondary distribution of electric current ahead of the customer's meter, the installation or maintenance of telephone, telegraph or signal systems for public utilities and the construction or maintenance of solid waste or recycling facilities and treatment plants.

D. Any such public contract for construction with the City, which includes payment of interest on retained funds, may require a provision whereby the contractor, exclusive of reasonable circumstances beyond the control of the contractor stated in the contract, shall pay a specified penalty for each day exceeding the completion date stated in the contract.

E. Any subcontract for such public project that provides for similar progress payments shall be subject to the provisions of this section.

Similar to Code of Virginia §2.2-4334

SEC. 18.1-32 Public construction contract provisions barring damages for unreasonable delays declared void.

A. Any provision contained in any public construction contract that purports to waive, release, or extinguish the rights of a contractor to recover costs or damages for unreasonable delay in performing such contract, either on his behalf or on behalf of his subcontractor if and to the extent the delay is caused by acts or omissions of the City, its agents or employees and due to causes within their control shall be void and unenforceable as against public policy.

B. Subsection A shall not be construed to render void any provision of a public construction contract that:

1. Allows the City to recover that portion of delay costs caused by the acts or omissions of the contractor, or its subcontractors, agents or employees.
2. Requires notice of any delay by the party claiming the delay.
3. Provides for liquidated damages for the delay; or
4. Provides for arbitration of any other procedure designed to settle contract disputes.

C. A contractor making a claim against the City for costs or damages due to the alleged delaying of the contractor in the performance of its work under any public construction contract shall be liable to the City and shall pay it for a percentage of all costs incurred by the City in investigating, analyzing, negotiating, litigating and arbitrating the claim, which percentage shall be equal to the percentage of the contractor's total delay claim that is determined through litigation or arbitration to be false or to have no basis in law or in fact.

D. If the City denies a contractor's claim for costs or damages due to the alleged delaying of the contractor in the performance of work under any public construction contract, the City shall be liable to and shall pay such contractor a percentage of all costs incurred by the contractor to

investigate, analyze, negotiate, litigate and arbitrate the claim. The percentage paid by the City shall be equal to the percentage of the contractor's total delay claim for which the City's denial is determined through litigation or arbitration to have been made in bad faith.

Similar to Code of Virginia §2.2-4335

SEC. 18.1-33 Bid bonds.

A. Except in the case of emergency, all bids or proposals for nontransportation-related construction contracts in excess of \$500,000.00 shall be accompanied by a bid bond from a surety company selected by the bidder that is authorized to do business in Virginia, as a guarantee that if the contract is awarded to the bidder, he will enter in the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five percent of the amount bid.

B. For nontransportation-related construction contracts in excess of \$100,000.00 but less than \$500,000.00, where the bid bond requirements are waived, prospective contractors shall be prequalified for each individual project. However, the City may waive the requirement for prequalification of a bidder with a current Class A contractor license for contracts in excess of \$100,000.00 but less than \$300,000.00 upon a written determination made in advance by the City that waiving the requirement is in the best interests of the locality. The City shall not enter into more than 10 such contracts per year

C. No forfeiture under a bid bond shall exceed the lesser of (i) the difference between the bid for which the bond was written and the next low bid, or (ii) the face amount of the bid bond.

D. Nothing in this section shall preclude the City from requiring bid bonds to accompany bides or proposals for construction contracts anticipated to be less than \$500,000.00 for nontransportation-related projects.

Similar to Code of Virginia §2.2-4336

SEC. 18.1-34 Performance and payment bonds.

A. Except as provided in subsection H, upon the award of any (i) public construction contract exceeding \$500,000.00 awarded to any prime contractor; (ii) construction contract exceeding \$500,000.00 awarded to any prime contractor requiring the performance of labor or the furnishing of materials for buildings, structures or other improvements to real property owned or leased by the City; (iii) construction contract exceeding \$500,000.00 in which the performance of labor or the furnishing of materials will be paid with public funds; or (iv) transportation-related projects exceeding \$350,000.00 that are partially or wholly funded by the Commonwealth, the contractor shall furnish to the City the following bonds:

1. A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract.
2. A payment bond in the sum of the contract amount. The bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in furtherance of the work provided for in the contract, and shall be conditioned upon the prompt payment for all materials furnished or labor supplied or performed in the furtherance of the work.

As used in this subsection, "labor or materials" includes public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

B. For nontransportation-related construction contracts in excess of \$100,000.00 but less than \$500,000.00, where the performance and payment bond requirements are waived, prospective contractors shall be prequalified for each individual project. However, the City may

waive the requirement for prequalification of a contractor with a current Class A contractor license for contracts in excess of \$100,000.00 but less than \$300,000.00 upon a written determination made in advance by the City and waiving the requirement is in the best interests of the City. The City shall not enter into more than 10 such contracts per year.

C. Each of the bonds shall be executed by one or more surety companies selected by the contractor that are authorized to do business in Virginia.

D. Bonds required for the contracts of the City shall be payable to the City.

E. Each of the bonds shall be filed with the City that awarded the contract, or a designated office or official thereof.

F. Nothing in this section shall preclude the City from requiring payment or performance bonds for construction contracts below \$500,000.00 for nontransportation-related projects.

G. Nothing in this section shall preclude the contractor from requiring each subcontractor to furnish a payment bond with surety thereon in the sum of the full amount of the contract with such subcontractor conditioned upon the payment to all persons who have and fulfill contracts that are directly with the subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.

H. The performance and payment bond requirements of subsection A for transportation-related projects that are valued in excess of \$250,000.00 but less than \$350,000.00 may only be waived by the City if the bidder provides evidence, satisfactory to the City, that a surety company has declined an application from the contractor for performance or payment bond.

Similar to Code of Virginia §2.2-4337

SEC. 18.1-35 Alternative forms of security.

- A. In lieu of a bid, payment, or performance bond, a bidder may furnish a certified check, cashier's check, or cash escrow in the face amount required for the bond.
- B. If approved by the attorney for the City, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment, or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the City equivalent to a corporate surety's bond.

Similar to Code of Virginia §2.2-4338

SEC. 18.1-36 Bonds on other than construction contracts.

The City may require bid, payment, or performance bonds for contracts for goods or services if provided in the Invitation to Bid or Request for Proposal.

Similar to Code of Virginia §2.2-4339

SEC. 18.1-37 Action on performance bond.

No action against the surety on a performance bond shall be brought unless within one year after (i) completion of the contract, including the expiration of all warranties and guarantees, or (ii) discovery of the defect or breach of warranty that gave rise to the action.

Similar to Code of Virginia §2.2-4340

SEC. 18.1-38 Actions on payment bonds; waiver of right to sue.

- A. Any claimant who has a direct contractual relationship with the contractor and who has performed labor or furnished material in accordance with the contract documents in furtherance of the work provided in any contract for which a payment bond has been given, and who has not been paid in full before the expiration of 90 days after the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, may bring

an action on the payment bond to recover any amount due him for the labor or material. The obligee named in the bond need not be named a party to the action.

B. Any claimant who has a direct contractual relationship with any subcontractor but who has no contractual relationship, express or implied, with the contractor, may bring an action on the contractor's payment bond only if he has given written notice to the contractor within 90 days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished, shall not be subject to the time limitations stated in this subsection.

C. Any action on a payment bond shall be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

D. Any waiver of the right to sue on the payment bond required by this section shall be void unless it is in writing, signed by the person whose right is waived, and executed after such person has performed labor or furnished material in accordance with the contract documents.

Similar to Code of Virginia §2.2-4341

SEC. 18.1-39 Public inspection of certain records.

A. Except as provided in this section, 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 (§2.2-3700 *et seq.*).

B. Cost estimates relating to a proposed procurement transaction by or for the City shall not be open to public inspection.

C. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the City 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.

D. 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 the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

E. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

F. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted not be subject to the Virginia Freedom of Information Act (§2.2-3700 *et seq.*; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

Similar to Code of Virginia §2.2-4342

ARTICLE 3. EXEMPTIONS AND LIMITATIONS.

SEC. 18.1-40 Permitted contracts with certain religious organizations; purpose; limitations.

- A. For the purposes of this section, “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.
- B. The City, in procuring goods or services, or in making disbursements pursuant to this section, shall not (i) discriminate against a faith-based organization on the basis of the organization’s religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection E, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.
- C. Public bodies shall ensure that all invitations to bid, requests for proposals, contracts, and purchase orders prominently display a nondiscrimination statement indicating that the public body does not discriminate against faith-based organizations.
- D. A faith-based organization contracting with the City (i) shall not discriminate against any recipient of goods, services, or disbursements made pursuant to a contract authorized by this section on the basis of the recipient’s religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and (ii) shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by

the public body. Nothing in clause (ii) shall be construed to supersede or otherwise override any other applicable state law.

E. Consistent with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, funds provided for expenditure pursuant to contracts with the City shall not be spent for religious worship, instruction, or proselytizing; however, this prohibition shall apply to expenditures pursuant to contracts, if any, for the services of chaplains.

F. Nothing in this section shall be construed as barring or prohibiting a faith-based organization from any opportunity to make a bid or proposal or contract on the grounds that the faith-based organization has exercised the right, as expressed in 42 U.S.C. (§2000 e-1 *et seq.*), to employ persons of a particular religion.

G. If an individual, who applies for or receives goods, services, or disbursements provided pursuant to a contract between the City and a faith-based organization, objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the City shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services or disbursements from an alternative provider.

The City shall provide to each individual who applies for or receives goods, services, or disbursements provided pursuant to a contract between a public body and a faith-based organization a notice in bold face type that states: “Neither the public body’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 appropriate person as indicated in this form.”

Similar to Code of Virginia §2.2-4343.1

SEC 18.1-41 Exemptions from competition for certain transactions.

- A. The City may enter into contracts without competition for:
1. The purchase of goods or services that are produced or performed by:
 - a. Persons, or in schools or workshops, under the supervision of the Virginia Department for the Blind and Vision Impaired; or
 - b. Employment services organizations that offer transitional or supported employment services serving individuals with disabilities.
 2. The purchase of legal services, provided that the pertinent provisions of this chapter remain applicable to expert witnesses or other services associated with litigation or regulatory proceedings.
- B. An industrial development authority or regional industrial facility authority may enter into contracts without competition with respect to any item of cost of “authority facilities” or “facilities” as defined in §15.2-4902 or “facility” as defined in §15.2-6400.
- C. A community development authority formed pursuant to Article 6 (§15.2-5152 *et seq.*) of Chapter 51 of Title 15.2, with members selected pursuant to such article, may enter into contracts without competition with respect to the exercise of any of its powers permitted by §15.2-5158. However, this exception shall not apply in cases where any public funds other than special assessments and incremental real property taxes levied pursuant to §15.2-5158 are used as payment for such contract.

Similar to Code of Virginia §2.2-4344

SEC. 18.1-42 Exemptions from competitive sealed bidding and competitive negotiation for certain transactions; limitations.

A. The City may enter into contracts without competitive sealed bidding or competitive negotiation with public bodies administering public assistance and social services programs as defined in §63.2-100, community services as defined in §37.2-100, or any public body purchasing services under the Children’s Services Act (§2.2-5200 *et. seq.*) or the Virginia Juvenile Community Crime Control Act (§16.1-309.2 *et seq.*) for goods or personal services for direct use by the recipients of such programs if the procurement is made for an individual recipient. Contracts for the bulk procurement of goods or services for the use of recipients shall not be exempted from the requirements of §2.2-4303.

B. No contract for the construction of any building or for an addition to or improvement to an existing building by the City for which state funds of not more than \$50,000.00 in the aggregate or for the sum of all phases of a contract or project either by appropriation, grant-in-aid or loan, are used or are to be used for all or part of the cost of construction shall be let except after competitive sealed bidding or after competitive negotiation.

Similar to Code of Virginia §2.2-4345

ARTICLE 4. PROMPT PAYMENT

SEC. 18.1-43 Prompt payment of bills.

The City shall promptly pay for the completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of the goods or services; or (ii) if a date is not

established by contract, not more than forty-five days after goods or services are received or not more than forty-five days after the invoice is rendered, whichever is later.

Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery.

Within twenty days after the receipt of the invoice or goods or services, the City shall notify the supplier of any defect or impropriety that would prevent payment by the payment date.

Unless otherwise provided under the terms of the contract for the provision of goods or services, if the City fails to pay by the payment date, the City shall pay finance charges assessed by the supplier that shall not exceed one percent per month.

The provisions of this section shall not apply to the late payment provisions in any public utility tariffs or public utility negotiated contracts.

Similar to Code of Virginia §2.2-4352

SEC. 18.1-44 Date of postmark deemed to be date payment is made.

In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made for purposes of this chapter.

Similar to Code of Virginia §2.2-4353

SEC. 18.1-45 Payment clauses to be included in contracts.

Any contract awarded by the City shall include:

1. The payment clause that obligates the contractor to take one of the two following actions within seven days after receipt of amounts paid to the contractor by the City for work performed by the subcontractor under that contract:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under that contract; or

b. Notify the City and subcontractor, in writing, of his intention to withhold all or part of the subcontractor's payment with the reason for nonpayment.

2. A payment clause that requires (i) individual contractors to provide their social security numbers and (ii) proprietorships, partnerships, and corporations to provide their federal identification numbers.

3. An interest clause that obligates the contractor to pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the City for work performed by the subcontractor under that contract, except for amounts withheld as slowed in subdivision 1.

4. An interest rate clause stating, "Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month."

Any such contract awarded shall further require the contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the City. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

Similar to Code of Virginia §2.2-4354

ARTICLE 5. REMEDIES

SEC. 18.1-46 Ineligibility.

A. Any bidder, offeror or contractor refused permission to participate, or disqualified from participation, in public contracts shall be notified in writing. Prior to the issuance of a written determination of disqualification or ineligibility, the City shall (i) notify the bidder in writing of the results of the evaluation, (ii) disclose the factual support for the determination, and (iii) allow the bidder an opportunity to inspect any documents that relate to the determination, if so requested by the bidder within five business days after receipt of the notice.

Within ten business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The City shall issue its written determination of disqualification or ineligibility based on all information in the possession of the City, including any rebuttal information, within five business days of the date the City received such rebuttal information.

If the evaluation reveals that the bidder, offeror or contractor should be allowed permission to participate in the public contract, the City shall cancel the proposed disqualification action. If the evaluation reveals that the bidder should be refused permission to participate, or disqualified from participation, in the public contract, the City shall so notify the bidder, offeror or contractor. The notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten days after receipt of the notice by invoking administrative procedures, if available, or in the alternative by instituting legal action.

B. If, upon appeal, it is determined that the action taken was arbitrary or capricious, or not in accordance with the Constitution of Virginia, applicable state law or regulations, the sole relief shall be restoration of eligibility.

Similar to Code of Virginia §2.2-4357

SEC. 18.1-47 Appeal of denial of withdrawal of bid.

A. A decision denying withdrawal of bid under the provisions of Sec. 18.1-27 shall be final and conclusive unless the bidder appeals the decision within ten days after receipt of the decision by invoking administrative procedures meeting the standards of Sec. 18.1-52, if available, or in the alternative by instituting legal action as provided in Sec. 18.1-52.

B. If no bid bond was posted, a bidder refused withdrawal of a bid, prior to appealing, shall deliver to the public body a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

C. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not (i) an honest exercise of discretion, but rather was arbitrary or capricious or (ii) in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms and conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

Similar to Code of Virginia §2.2-4358

SEC. 18.1-48 Determination of nonresponsibility.

A. Following public opening and announcement of bids received on an Invitation to Bid, the City shall evaluate the bids in accordance with element 4 of the process for competitive sealed bidding. At the same time, the City shall determine whether the apparent low bidder is responsible. If the City so determines, then it may proceed with an award in accordance with element 5 of the process for competitive sealed bidding. If the City determines that the apparent low bidder is not responsible, it shall proceed as follows:

1. Prior to the issuance of a written determination of nonresponsibility, the City shall (i) notify the apparent low bidder in writing of the results of the evaluation, (ii) disclose the factual

support for the determination, and (iii) allow the apparent low bidder an opportunity to inspect any documents that relate to the determination, if so requested by the bidder within five business days after receipt of the notice.

2. Within ten business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The City shall issue its written determination of responsibility based on all information in the possession of the City, including any rebuttal information, within five business days of the date the City received the rebuttal information. At the same time, the City shall notify, with return receipt requested, the bidder in writing of its determination.

3. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten days after receipt of the notice by invoking administrative procedures, if available, or in the alternative by instituting legal action.

The provisions of this subsection shall not apply to procurements involving the prequalification of bidders and the rights of any potential bidders under such prequalification to appeal a decision that such bidders are not responsible.

B. If, upon appeal it is determined that the decision of the public body was not (i) an honest exercise of discretion, but rather was arbitrary or capricious or (ii) in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, and the award of the contract in question has not been made, the sole relief shall be a finding that the bidder is a responsible bidder for the contract in question or directed award.

If it is determined that the decision of the public body was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia,

applicable state law or regulation, or the terms or conditions of the Invitation to Bid, and an award of the contract has been made, the relief shall be as set forth in subsection B of 18.1-49.

C. Nothing contained in this section shall be construed to require the City, when procuring by competitive negotiation, to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

Similar to Code of Virginia §2.2-4355

SEC 18.1-49 Protest of award or decision to award.

A. Any bidder or offeror, who desires to protest the award or decision to award a contract shall submit the protest in writing to the City no later than ten days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City in the manner prescribed in the terms and conditions of the Invitation to Bid or Request for Proposal. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit the protest in the same manner no later than ten days after posting or publication of the notice of such contract. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under 18.1-7, then the time within which the protest shall be submitted shall expire ten days after those records are available for inspection by such bidder or offeror, or at such later time as provided in this section. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The City shall issue a decision in writing within ten days stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals

within ten days of receipt of the written decision by invoking administrative procedure meeting the standards of Sec. 18.1-52, if available, or in the alternative by instituting legal action as provided in Sec. 18.1-52. Nothing in this subsection shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation to Bid or Request for Proposal.

B. If prior to an award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The City shall cancel the proposed award to revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be hereinafter provided.

Where the award has been made but performance has not begun, the performance of the contract may be enjoined. Where the award has been made and the performance has begun, the City may declare the contract void upon a finding that this action is in the best interest of the public.

Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

C. Where the City determines, after a hearing held following reasonable notice to all bidders, that there is probable cause to believe that a decision to award was based on fraud or corruption or on an act in violation of this chapter, the public body, designated official or appeals board may enjoin the award of the contract to a particular bidder.

Similar to Code of Virginia §2.2-4360

SEC. 18.1-50 Effect of appeal upon contract.

Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

Similar to Code of Virginia §2.2-4361

SEC. 18.1-51 Stay of award during protest.

An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, or the filing of a timely legal action, no further action to award the contract shall be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

Similar to Code of Virginia §2.2-4362

SEC. 18.1-52 Contractual disputes.

A. Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. 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 amounts agreed due in the final payment.

B. The City shall include in its contracts a procedure for consideration of contractual claims. Such procedure, which may be contained in the contract or may be specifically incorporated into the contract by reference and made available to the contractor, shall establish a time for a final decision in writing by the public body. If the public body has established administrative procedures, such procedures shall be contained in the contract or specifically incorporated in the contract by reference and made available to the contractor.

C. If, however, the City fails to include in its contracts a procedure for consideration of contractual claims, the following procedure shall apply;

1. Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after receipt of final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or at the beginning of the work upon which the claim is based.

2. 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 City Manager or his designee. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the City fails to render a decision within 90 days of submission of the claim. Failure of the public body to render a decision within 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 City'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 invoke administrative procedures, if available, or institute legal action, prior to receipt of the City's decision on the claim, unless the City fails to render such decision within the time specified in the contract, or, if not time is specified, then within the time provided by subsection C. A failure of the City to render a final decision within the time provided in subsection C shall be deemed a final decision denying the claim by the public body.

E. The decision of the City shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by the City by invoking administrative procedures, if available, or in the alternative by instituting legal action.

Similar to Code of Virginia §2.2-4363

SEC. 18.1-53 Legal actions.

A. A bidder or offeror, actual or prospective, who is refused permission or disqualified from participation in bidding or competitive negotiation, or who is determined not to be a responsible bidder or offeror for a particular contract, may bring an action in the Circuit Court for Wise County and The City of Norton challenging that decision, which shall be reversed only if the petitioner establishes that the decision was not (i) an honest exercise of discretion, but rather was arbitrary or capricious; (ii) in accordance with the Constitution of Virginia, applicable state law or regulations, or the terms or conditions of the Invitation to Bid; or (iii) in the case of denial of prequalification, based upon the criteria for denial of prequalification. In the event the apparent low bidder, having been previously determined by the public body to be not responsible is found by the court to be a responsible bidder, the court may direct the public body to award the contract to such bidder in accordance with the requirements of this section and the Invitation to Bid.

B. A bidder denied withdrawal of a bid may bring an action in the Circuit Court for Wise County and the City of Norton challenging that decision, which shall be reversed only if the bidder established that the decision of the City was not (i) an honest exercise of discretion, by rather was arbitrary or capricious and (ii) in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms and conditions of the Invitation to Bid.

C. A bidder, offeror or contractor, or a potential bidder or offeror on a contract negotiated on a sole source or emergency basis in the manner, may bring an action in the Circuit Court for Wise County and the City of Norton challenging a proposed award or the award of a contract, which shall be reversed only if the petitioner establishes that the proposed award or the award is not (i) an honest exercise of discretion, but rather is arbitrary or capricious or (ii) in accordance

with the Constitution of Virginia, applicable state law or regulation, or the terms and conditions of the Invitation to Bid or Request for Proposal.

D. If injunctive relief is granted, the court, upon request of the City, shall require the posting of reasonable security to protect the public body.

E. A contractor may bring an action involving a contract dispute with the City only in the Circuit Court for Wise County and the City of Norton.

F. A bidder, offeror or contractor need not utilize administrative procedures if available, but if those procedures are invoked by the bidder, offeror or contractor, the procedures shall be exhausted prior to instituting legal action concerning the same procurement transaction unless the public body agrees otherwise.

G. Nothing herein shall be construed to prevent the City from instituting legal action against a contractor.

Similar to Code of Virginia §2.2-4363

SEC. 18.1-54 Administrative appeals procedure.

A. The City may establish an administrative procedure for hearing (i) protests of a decision to award or an award, (ii) appeals from refusals to allow withdrawal of bids, (iii) appeals from disqualifications and determination of nonresponsibility, and (iv) appeals from decisions on disputes arising during the performance of a contract, or (v) any of these. Such administrative procedure shall provide for a hearing before a disinterested person or panel, the opportunity to present pertinent information and the issuance of a written decision containing findings of fact. The disinterested person or panel shall not be an employee of the governmental entity against whom the claim has been filed. The findings of fact shall be final and conclusive and shall not be set aside unless the same are (a) fraudulent, arbitrary or capricious; (b) so grossly erroneous as

to imply bad faith; or (c) in the case of denial of prequalification, the findings were not based upon the criteria for denial of prequalification. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely manner.

B. Any party to the administrative procedure, including the public body, shall be entitled to institute judicial review if such action is brought within thirty days of receipt of the written decision.

Similar to Code of Virginia §2.2-4365

SEC. 18.1-55 Alternative dispute resolution.

The City may enter into agreements to submit disputes arising from contracts entered into pursuant to this chapter to arbitration and utilize mediation and other alternative dispute resolution procedures.

Similar to Code of Virginia §2.2-4366

ARTICLE 6. ETHICS IN PUBLIC CONTRACTING

SEC. 18.1-56 Purpose.

The provisions of this article supplement, but shall not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§2.2-3100 et seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et seq.) and Articles 2 (§18.2-438 et seq) and 3 (§18.2-446 et seq.) of Chapter 10 of Title 18.2.

The provisions of this article shall apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

Similar to Code of Virginia §2.2-4367

SEC. 18.1-57 Definitions.

As used in this article:

“Immediate family” means a spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee.

“Official responsibility” means administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction, or any claim resulting therefrom.

“Pecuniary interest arising from the procurement” means a personal interest in a contract as defined in the State and Local Government Conflict of Interests Act (§2.2-3100 et seq.).

“Procurement transaction” means all functions that pertain to the obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

“Public employee” means any person employed by the City, including elected officials or appointed members of governing bodies.

Similar to Code of Virginia §2.2-4368

SEC. 18.1-58 Proscribed participation by public employees in procurement transactions.

Except as may be specifically allowed elsewhere in this chapter, no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the City when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction.
2. The employee, the employee’s partner, or any member of the employee’s immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee,

partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent.

3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or

4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

Similar to Code of Virginia §2.2-4369

SEC. 18.1-59 Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offer or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the City unless the employee or former employee provides written notification to the City prior to the commencement by that bidder, offeror or contractor.

Similar to Code of Virginia §2.2-4370

SEC. 18.1-60 Prohibition on solicitation or acceptance of gifts; gifts by bidders, offerors, contractor or subcontractors prohibited.

A. No public employee having official responsibility for a procurement transaction shall solicit, demand, accept or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or

greater value is exchanged. The City may recover the value of anything conveyed in violation of this subsection.

B. No bidder, offeror, contractor or subcontractor shall confer upon an 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.

Similar to Code of Virginia §2.2-4371

SEC. 18.1-61 Kickbacks.

A. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

B. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

C. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

D. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the public body and shall be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Similar to Code of Virginia §2.2-4372

SEC. 18.1-62 Participation in bid preparation; limitation on submitting bid for same procurement.

No person who, for compensation, prepares an invitation to bid or request for proposal for or on behalf of the City shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the City may permit such person to submit a bid or proposal for that procurement or any portion thereof if the City determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the City.

Similar to Code of Virginia §2.2-4373

SEC. 18.1-63 Purchase of building materials, etc., from architect or engineer prohibited.

A. No building materials, supplies or equipment for any building or structure by or for the City shall be sold by or purchased from any person employed as an independent contractor by the City to furnish architectural or engineering services, but not construction, for such building or structure or from any partnership, association or corporation in which such architect or engineer has a personal interest.

B. No building materials, supplies or equipment for any building or structure constructed by or for the City shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in the building or structure to the independent contractor employed by the City to furnish architectural or engineering services in which such person has a person interest.

The provisions of subsections A and B shall not apply in cases of emergency.

Similar to Code of Virginia §2.2-4374

SEC. 18.1-64 Misrepresentations prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entity.

Similar to Code of Virginia §2.2-4376

SEC. 18.1-65 Penalty for violation.

Any person convicted of a willful violation of any provision of this article shall be guilty of a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

Similar to Code of Virginia §2.2-4377

MORAL OBLIGATION RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF NORTON, VIRGINIA

WHEREAS, Norton City Schools (“NCS”) and First Bank & Trust Company (“Lender”) entered into a Promissory Note and Security Agreement (“Agreement”) for the purpose of acquiring a 2018 77 Passenger School Bus VIN: 4DRBUC8N8JB520897; and

WHEREAS, pursuant to the Agreement, all loan obligations for the bus are the responsibility of NCS; and

WHEREAS, NCS is authorized by law to borrow money for its purposes and has determined to borrow Eighty Two Thousand Five Hundred and Ninety One Dollars (\$82,591.00) (the “Loan”) from Lender to finance the acquisition.

WHEREAS, the Lender has requested the City Council of the City of Norton, Virginia (the “City”) to consider a moral obligation pledge of the City to support the payment of amounts coming due under the Loan; and

WHEREAS, NCS is authorized by law to accept funds from the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City:

1. The Council on behalf of the City has adopted this resolution as its moral obligation to make payments to the Lender for the repayment of the Loan (the “Payment Obligations”), as provided in the Agreement, provided, however that the maximum authorized principal amount of the Loan shall not exceed \$82,591.00. The obligation of the City to pay any such Payment Obligations under this moral obligation will be subject to the Council of the City making annual appropriations for such purpose. This is a non-binding obligation to appropriate such Payment Obligations as may be requested from time to time pursuant to paragraphs 2 and 3 below, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia.
2. No later than May 15 of each year, the City Manager shall notify Council of the Payment Obligations reasonably expected to be due during the City’s fiscal year beginning the following July 1 (the “Fiscal Year). The City Manager shall include such Payment Obligations in the budget submitted to Council for the Fiscal Year as an amount to be appropriated. The City Manager shall deliver to the Lender, within 15 days after the adoption of the City’s budget for each Fiscal Year, but no later than July 15 of each Fiscal Year, a certificate stating whether Council has appropriated an amount equal to the Payment Obligations expected for that Fiscal Year.
3. If at any time there is a failure by NCS to make a payment of principal of, or interest on, the Loan, the City Manager shall request an appropriation from Council in an amount

sufficient to cover the payment default. The City agrees that Council will consider each request for appropriation at its next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement.

4. Nothing in this Resolution, the Loan or any documents executed or delivered in relation thereto shall constitute a debt or a pledge of the faith and credit or the taxing power of the City, or a lending of the credit of the City to NCS or any other entity or person, nor shall anything herein contained legally bind or obligate City Council to appropriate funds for the purposes described herein.

This resolution shall take effect immediately.

ADOPTED THIS ____ DAY OF _____, 2018.

CERTIFICATE OF ADOPTION OF RESOLUTION

The undersigned Clerk of the Norton City Council hereby certifies that the Resolution set for the above was adopted during an open meeting on _____, 2018, by the City Council with the following votes:

Present:

Vote

Absent:

Adopted this _____ day of _____, 2018.

Clerk, Norton City Council



CITY OF NORTON NORTON FIRE DEPARTMENT JUNIOR FIREFIGHTER POLICIES & PROCEDURES

Purpose and History

The Norton Fire Department was established in 1921 to provide fire protection services to the community.

In 2018 a volunteer junior firefighter program was established to develop youth with fire training and service. Being a junior firefighter is a rewarding way to learn skills used in firefighting and emergency medicine. Upon learning a minimum number of skills, advanced juniors can and are expected to respond to emergency calls under the supervision of senior firefighters. The tasks that junior firefighters do, free up qualified senior firefighters to perform other crucial tasks. Juniors will learn on the job and with regular training, be able to fight real fires once becoming a full senior member. All training, uniforms and personal protective equipment are provided at no cost. Being a firefighter can be a dangerous job. Strict laws exist to protect minors from the most hazardous dangers. For example, junior firefighters will never enter a burning building or operate on top of a roof. Norton Fire Department takes safety very seriously and will not tolerate horseplay during training or real emergencies.

It must also be recognized that during emergency conditions, a junior might be asked to complete a task prohibited by law. In this case, the junior firefighter must take responsibility to alert the member asking to the fact it is prohibited. You should then report the request to command at the scene. Once back at the station, you should report the incident to a junior advisor so that follow up training can be provided to the crew.

YOU SHOULD NEVER INTENTIONALLY BREAK THE LAW, EVEN IN AN EMERGENCY SITUATION.

Introduction

The requirements to be a junior firefighter are as follows. Junior firefighters must be at least 16 years old but not older than 18 years old. They must be able to follow directions under stressful conditions. They should be in good physical condition to perform essential fire ground tasks. Juniors should be willing and able to attend at least 50% of scheduled meetings and required training. Special trainings are optional but highly encouraged. Juniors must maintain a C average or higher in their schoolwork to remain active.

Junior firefighters need to be self-starters and be willing to learn. Juniors who regularly strive to learn more and be involved will be rewarded with increasing levels of responsibility and opportunities. Junior members who do not contribute to the department will be removed from active status to allow other juniors the opportunity to participate.

The fire department is proud of its members; junior members are expected to conduct themselves in a professional manner when representing the fire department. Talking about internal fire department activities including finances and other fire departments reduces the public trust and will be dealt with appropriately. The Junior firefighter program is a **VOLUNTEER** organization.

We are happy to have you as a member of the City of Norton Fire Department. We look forward to some great training and your assistance during actual emergencies.

Norton Fire Department
618 Virginia Avenue
P.O. Box 618
Norton, Virginia 24273-0618



Phone: (276) 679-1160
Fax: (276) 679-3510
www.nortonva.org

Rules and Regulations

- The general standard of conduct is to act in the manner of a professional. Junior firefighters represent Norton Fire Department (NFD), and are expected to be courteous and respectful to fellow firefighters, emergency service personal, and the citizens served by NFD.
- The NFD maintains a “zero tolerance” policy with respect to drug and alcohol use and violations of public laws. Any possession or use of alcohol or illegal drugs, or being under the influence of on NFD premises or apparatus, emergency scene, training drill, official function or while in NFD uniform will result in immediate and permanent suspension from NFD Junior Firefighter Program.
- Junior Firefighters shall not take or possess any photos from an incident/scene including electronic and/or hardcopy.
- Junior Firefighters are not allowed to post any photos or information on social media (i.e. Facebook, Twitter, Instagram ...), related to an incident/scene.
- Junior Firefighters are not to participate in any NFD activity, including emergencies during school hours. Junior Firefighters are not to leave school or a school sponsored activity for a NFD emergency call or training.
- A committee made up of members of the regular fire department, assigned by the Chief, will act as the “Junior Advisors”.
- The regular fire department officers and Junior Advisors will directly supervise the Junior Fire Department.
- The Junior Fire Department shall abide by all federal, state and departmental rules and regulations.
- All members of the Junior Fire Department shall meet the minimum standards and must provide at least 2 references which will be checked prior to initial interview.
- Junior members do not have voting privileges within the regular fire department. They may attend meetings, but might be asked to leave the room while some issues are discussed.
- NFD has established a limit of 5 junior positions, if more applications are received; candidates will be evaluated in order in which the applications were received.
- Dependents of active fire department personnel are automatically accepted regardless of the total number of junior members currently on hand with approved background checks.
- All juniors must complete the department Junior Orientation Program (JOP). This program includes departmental procedures, building policies, apparatus orientation and command structure.
- All fire department members must recognize rules and regulations that govern minors and their safety. Junior members are not permitted to participate in activities that are prohibited. Junior members must recognize when they have been asked to perform something not appropriate and will report this to the requesting firefighter and commanding officer.

Norton Fire Department
618 Virginia Avenue
P.O. Box 618
Norton, Virginia 24273-0618



Phone: (276) 679-1160
Fax: (276) 679-3510
www.nortonva.org

- Only officers may talk to the media. All junior members will refer all questions regarding the fire department to the most senior officer on the scene. Juniors are expected to represent the fire department in a positive manner. It is not appropriate to discuss internal matters of the fire department or talk negatively about other fire departments.
- Junior members and their immediate family may use the station by request and approval of your junior advisor. DO NOT bring your friends to hang around the fire station. An occasional, small group is permitted with the approval of your junior advisor.
- Any injuries occurring during training or a scene call are covered by Boys Scouts of American, Explorers Program. All injuries must be reported to the senior officer as soon as practical for documentation and treatment.
- NFD will not tolerate vulgar, offensive, discriminatory or threatening language or gestures at any time.
- Junior firefighters may not wear any article of clothing, that in the opinion of an NFD officer would be considered offensive to the public served.
- Any warrant or conviction for a crime will result in a review of the circumstances by NFD officers and may result in disciplinary action including permanent suspension.
- Junior Firefighters may not use or display emergency identification on their personal vehicle, flashing lights and firefighter plates.
- Junior Firefighters may not bring friends into a fire station or permit them to board fire apparatus unless given permission by NFD Officer.
- Junior Firefighters may not borrow NFD equipment for personal use unless given permission by NFD Officer.
- Junior Firefighters may not operate NFD vehicles unless during training and only under direct supervision by a full member of NFD
- Cutting devices such as chain saws/roof saws, K12 saws, and reciprocating saws are not to be operated even under the direct supervision of a fire officer or his/her designee. Power tool use is for training purpose only. A junior firefighter may not operate any power tool, hydraulic or pressurized air operated equipment at an emergency scene.
- Junior Firefighters may climb ladders under 35 feet and under direct supervision of NFD officer or their designee. He/she may climb an aerial ladder only in training. Full protective gear must be worn at all times.
- Junior Firefighters are responsible for the care of all NFD gear issued to them, and are financially responsible for loss or damage which was not caused by NFD activates.
- Junior Firefighters are to report any injury to a NFD Officer immediately.

Norton Fire Department
618 Virginia Avenue
P.O. Box 618
Norton, Virginia 24273-0618



Phone: (276) 679-1160
Fax: (276) 679-3510
www.nortonva.org

General Emergency Response Procedures

- Junior Firefighters should respond to the fire hall or as directed by a NFD Officer. Junior firefighters may respond on certain NFD apparatus but only if seats cannot be filled by full members of the department.
- Junior Firefighters will relinquish seats to senior firefighter as needed.
- Junior Firefighters are under the command of NFD Officer in charge from the time of their arrival at the station or emergency scene until released from duty by the NFD Officer. If no officer is aboard an apparatus that a Junior Firefighter will be riding in, they are under the command of the engineer (driver) of the apparatus until reassigned to a NFD officer.
- Junior Firefighters shall not respond to an emergency alarm relating to a Hazardous material incident, biological or nuclear hazard, explosive device, terrorist incident, police jurisdiction/crime scene assistance, or mass casualty (defined as one likely to involve four or more individuals seriously injured or killed.)
- Junior Firefighters must wear all personal protective equipment (PPE) while riding on the apparatus (with the exception of helmet) and at an emergency scene. All Junior Firefighters must have all of their PPE on before boarding an apparatus.
- Under no circumstances is a Junior Firefighter to enter a burning structure, confined space underground area or any area subject to a collapse hazard at any time.
- Once a fire has been brought under control, and the building determined to be structurally sound the Junior Firefighter may enter the building if accompanied at all times by a NFD Officer or their designee. A Junior Firefighter may operate exterior hose lines under direction of NFD Officer or their designee. Junior Firefighters must remain well clear of a motor vehicle fire or other type of fire presenting exposure to flammable liquids or hazardous materials unless authorized by a NFD Officer and under direct supervision of a NFD Office or their designee.
- At an emergency scene, a Junior Firefighter may not work from a roof or other elevated position without the direct supervision of a NFD officer or their designee. At an emergency scene a Junior Firefighter may not operate any power tool, hydraulic operated equipment or cutting device.
- All orders received from a NFD Officer are to be obeyed and executed completely. If due to safety concerns or for any other reasons the Junior Firefighter is unable to complete an assigned task, the officer issuing the order, or another officer in their absence, should be immediately notified by the Junior Firefighter who received the order.
- If a Junior Firefighter receives an order from another member of the NFD or any other department that would put the Junior Firefighter in violation of any guidelines in this document it is the duty of the Junior Firefighter to inform the Officer or firefighter of their status as a Junior Firefighter, the limitations placed on Junior Firefighters and also let them know they cannot and will not carry out the order.

Norton Fire Department
618 Virginia Avenue
P.O. Box 618
Norton, Virginia 24273-0618



Phone: (276) 679-1160
Fax: (276) 679-3510
www.nortonva.org

- At an emergency alarm involving downed power lines or gas leak, the junior firefighter must remain aboard the apparatus until the area of operation for the Junior Firefighters is determined to be safe by an NFD officer.
- Junior firefighters (Level I - 16-17-years of age) are prohibited from responding to or assisting (fire or medical duties) at any accident on a public roadway.
- Juniors firefighters (Level II -17-18-years of age) are permitted to respond in a fire apparatus but are not permitted to perform any traffic control duties. (Setting up or taking down traffic control devices or directing traffic).
- Junior Firefighter shall not talk to media on or about any emergency scene, and shall not post any pictures to his/her social media account.
- Junior Firefighters SHALL show respect and compassion to victims.
- Junior Firefighters, while authorized at the scene of an emergency situation are not permitted to be put onto a hazardous situation without appropriate NFPA 1001 Level 1 Firefighter Standards, parental/guardian approval and are at least 16-17 years of age.
- Items found at an emergency scene are not to be touched or moved from their position whenever possible. If a crime has occurred at the emergency scene an investigator will need as much of the crime scene intact as possible.
- Valuables found at an emergency scene are to be immediately turned over to a NFD Officer. Theft by a Junior Firefighter will result in an immediate suspension from the Junior Firefighter Program and the Norton Police Department will be notified.

Response on Apparatus

- Junior firefighter must be in good standing with the department. Must be Level II or higher, be at least **17 years old**, and attend at least 50% of scheduled meetings and/or training's. No exceptions are allowed.
- Junior firefighters shall don full protective bunker gear before boarding any piece of fire apparatus that is responding to a call. Juniors shall wear full protective turnout gear to all calls unless otherwise instructed by the senior member.
- Junior firefighters will obtain verbal permission from the officer or senior member in charge of an apparatus prior to boarding an apparatus. The officer or senior member must be willing and able to supervise the junior firefighter at all times.
- Junior firefighter must place their accountability tag on the apparatus you are boarding.
- Junior firefighters, in reverse seniority, shall give up their seat to any senior firefighter upon request. No questions or arguing. Reclaim your accountability tag and get off the apparatus and wait for the next unit going to the scene.
- When riding any piece of apparatus, junior firefighters shall position themselves in a seat with a seat belt in place and securely fastened. Under no circumstances will a junior stand up on an apparatus while the apparatus in moving.

Norton Fire Department
618 Virginia Avenue
P.O. Box 618
Norton, Virginia 24273-0618



Phone: (276) 679-1160
Fax: (276) 679-3510
www.nortonva.org

- Junior firefighters shall remain in the apparatus until given instructions by the officer.
- If no instructions are given, tell the apparatus operator you are reporting to command. Check in with the Incident Commander and wait for instructions.
- All instructions of the officer or senior member must be followed exactly. If you are not sure what you are doing or have been assigned something you are not permitted to do, say so right away so your task can be clarified or someone else can be given the assignment.
- Junior firefighters shall NOT at any time, start or attempt to start or move any fire department vehicle. No Exceptions.
- Upon returning to the station, assists in clean up, store your gear for the next call and sign the logbook. Make sure to fill out the time sheet report.

Use of Personal Vehicles

- Only members that are at least 16 years old and have a valid Virginia driver's license may drive personal vehicles to the fire station.
- All juniors must report to the station for all calls unless picked up by a senior member of the department.
- If all apparatus has responded prior to arrival, the junior firefighter must stand-by at the station until either a senior member of NFD drives them to the scene or wait until the department returns from the call to assist in clean-up. Juniors are NOT permitted to respond with any backup departments.
- **Other than the last item in this section, UNDER NO CIRCUMSTANCES ARE JUNIORS TO GO DIRECTLY TO THE SCENE!** The public might pressure you as a firefighter into entering a burning building or perform other tasks you are not authorized to undertake.
- **At no time is a junior firefighter permitted to use colored light, hazard lights, honk horn or use any other warning devices while en-route to the station.**
- **All speed limits and traffic laws are to be strictly followed while driving to the station.**
- NFD is in no way responsible or liable for any moving violations or accidents while driving to or from the station for a call or training.
- Failure to abide by these rules will result in a suspension of at least 30 days and possible expulsion from the junior program.
- Junior members, (Level II 17-18-years of age), are allowed to drive **non-emergency** to the scene with their assigned personal protective equipment **ONLY** if an alarm for a "Working Structure Fire" has been given. All speed limits and traffic laws are to be strictly followed while responding to the scene. Norton Fire Department, its officers or its members are in no way responsible or liable for any moving violations or accidents while en-route to or from a scene call. Upon arrival to the scene ALL junior members must check in with the Incident Commander (IC).

Norton Fire Department
618 Virginia Avenue
P.O. Box 618
Norton, Virginia 24273-0618



Phone: (276) 679-1160
Fax: (276) 679-3510
www.nortonva.org

Prohibited Activities by Law and/or NFD

NFD and/or state law specifically prohibits junior members under the age of **18** of an emergency service organization from participating in the following activities:

- Operating organizational vehicles.
- Operating various types of power driven saws and shears.
- Using rubber electric gloves, insulated wire cutters or acetylene cutting torches.
- Operations of pumps of any fire department vehicle at the scene except during training.
- Entering a burning structure.
- Operating high-pressure hose lines (water, air or hydraulic) except during training.
- Ascending ladders, except during training.
- Operate any aerial device (cranes or hoists), non-automatic elevators, and air bags for lifting or winches.
- Perform operations in tunnels, shafts or trenches.
- Participate in emergencies at explosives or fireworks plants, retailers or in support of public safety for a public display.
- Participate in operations with incidents involving paint, acid or poisons (any HAZMAT).
- Participate in operations involving radioactive substances.
- Roof top ventilation or any work on top of a roof.
- Wrecking or demolition including use of acetylene torches, cutting or crushing equipment or respond to structural collapse incidents.
- Entry into a hazardous atmosphere (including training). With the exception of Virginia Dept. Of Fire Programs certification training programs.

Permitted Activities

- Participate in organized training activities in which a senior member of the organization is present and supervising the junior member.
- All aspects of fire suppression training when conducted by Virginia Dept. of Fire Programs.
- Rescue training.
- Hazardous material training except entry using Level A and B personal protection equipment.
- Safety training.
- Wild land firefighting and Wilderness Search and Rescue training.
- Provide REHAB services. (Water, food, cooling, warming, shelter, etc.)

Norton Fire Department
618 Virginia Avenue
P.O. Box 618
Norton, Virginia 24273-0618



Phone: (276) 679-1160
Fax: (276) 679-3510
www.nortonva.org

- Participate in support capacity for searches, rescues, wild fires, Hazmat incidents and water supply operations while under direct supervision of a senior member.
- Attacking the fire with hose lines as part of EXTERIOR operations.
- Setting up Positive Pressure Ventilation as part of EXTERIOR operations.
- Clean up with the following conditions:
 - Must be outside the fire building collapse zone.
 - Only after the incident is declared under control by Command.
 - Must be “on air” if working in a fire area and trained on SCBA’s.
- Salvage operations while “on air”.
- Establishing water supply.
- Setup equipment for RIT.

Norton Fire Department
618 Virginia Avenue
P.O. Box 618
Norton, Virginia 24273-0618



Phone: (276) 679-1160
Fax: (276) 679-3510
www.nortonva.org

NFD Junior Program Organizational Structure

Training is a very important part of being a firefighter. All Fire and EMS related training is paid for by the Norton Fire Department. Filling out a training request form requires prior approval and having it approved by the proper Junior Advisor. You are encouraged to take as much training as possible.

Levels

Probation

During the probation period, the new member will have no junior voting privileges and may not respond to calls except during training. Probationary members may attend special events such as banquets and picnics. Probationary members may not attend regular fire department business meetings.

Requirements:

1. Complete 3 months of service.
2. Attend 50% of all weekly training activities.
3. Have an understanding of the NFD Operations and apparatus, Accountability command structure, Personal Protective Equipment, Safety and hydrant operations.
4. Complete the National Incident Management System training levels of IS-100 and IS-700
5. Be recommended by Junior Advisors and approved by the Junior Chairman.

Failure to complete the probationary requirements will result in a one-time extension of the probationary period. Continued failure to complete the probationary requirements will result in loss of membership. If this happens, a new application must be submitted.

Level I

1. Complete probation requirements.
2. Successfully complete Fire Operations Module A or equivalent as determined by NFD.
3. Be recommended by Junior Advisors and approved by the Junior Chairman.

Upon earning Level I, junior member will be presented a Norton Fire Department tee shirt and be allowed to attend regular department meetings. Junior member Level I may ride in a fire apparatus on non-emergency events.

Level II

1. Completed Level I requirements.
2. Hold a valid CPR and Basic First Aid or higher card.
3. Complete any approved Virginia Department of Fire Programs fire related course.
4. Be recommended by Junior Advisors and approved by the Junior Chairman.

Norton Fire Department
618 Virginia Avenue
P.O. Box 618
Norton, Virginia 24273-0618



Phone: (276) 679-1160
Fax: (276) 679-3510
www.nortonva.org

5. Junior member Level II or higher may respond to calls, ride fire apparatus and participate in non-suppression activities provided they meet the minimum training attendance.

Upon earning Level II, Junior member will be presented with a Norton Fire Department sweatshirt and blue helmet.

Full-Time NFD Member

Upon turning 18-years of age and completion of high school, a junior member will be brought to a vote by the regular fire department membership, if the department has a position available. Voting for full-time NFD membership shall be based on NFD By-laws.

Junior Officers

The NFD Chief will designate one officer/department head to the position of Junior Chairman to supervise the Junior Fire Department Program. The Chairman will designate Junior Advisors as needed to carry out the responsibilities of the program. The members of the junior program will elect two officers (Captain and Lieutenant). Additional officer positions can be created and or eliminated by the Junior Chairman as needed. To hold an officer position, a member must be active and in good standing for at least six months and complete officer training. Officers must be willing to provide additional hours to complete the duties of the position. Candidates must be approved by a Junior Advisor to run for a position.

Elections are held in **September** at the regularly scheduled meeting with no less than 50% of the voting junior members present. Votes are cast by secret ballot. Members are elected by a simple majority vote. Tie votes will result in a run-off vote of the tied candidates. Elections should be held at least once a year or at the discretion of the Junior Chairman. At least one month written notice should be posted before elections. If possible, phone calls will be made to give notice.

Duties of Junior Officers

Junior Captain will be the ranking junior member. The Captain will be in charge of all junior events, meetings and functions. The Captain will conduct the business meetings; supervise duties of other junior officers. The Captain will coordinate recruiting and recognition of junior members. At an emergency incident with multiple junior members, the Junior Captain will report to the Incident Commander as a representative of all juniors on the scene. Junior Captain must be Level II compliant.

Junior Lieutenant will be responsible for records of attendance and training. The Lieutenant will fill the duties of the Captain in their absence. Recording of minutes and correspondence. The Lieutenant will provide a summary report of junior activity each month to be presented at the NFD business meeting. Such report shall include any change in members, awards, training events completed, etc.

Thank you for your interest in the City of Norton Volunteer Junior Firefighter Program

Norton Fire Department
618 Virginia Avenue
P.O. Box 618
Norton, Virginia 24273-0618



Phone: (276) 679-1160
Fax: (276) 679-3510
www.nortonva.org



**CITY OF NORTON
NORTON FIRE DEPARTMENT
JUNIOR FIREFIGHTER PROGRAM APPLICATION**

Date: _____

Applicant's Name: _____

Date of Birth: _____ / _____ / _____ (mm/dd/yyyy)

Driver's License Number and State (if you drive): _____

Home Address: _____

City, State, Zip: _____

Home Phone: _____ Cell Phone: _____

E-Mail Address: _____

Alternate Address: _____

Alternate Phone: _____

Parent / Guardian Information

Name(s): _____

Home Phone: _____ Cell Phone: _____

Work Phone: _____ Work Phone: _____

Emergency Contact (if different):

Name(s): _____

Home Phone: _____ Cell Phone: _____

Relation to Applicant: _____

Norton Fire Department
618 Virginia Avenue
P.O. Box 618
Norton, Virginia 24273-0618



Phone: (276) 679-1160
Fax: (276) 679-3510
www.nortonva.org

Background Information

School Attending: _____

Grade Level: 10 11 12

Are you maintaining a C average or better? Yes No

Do you have any experience related to the fire service?

Are you able to attend meetings and training on a regular basis (Thursday night 7:30 – 8:30pm)?

Yes No If not, why? _____

Have you ever been arrested, ticketed or fined? Yes No If so, list the date and charge:

(Felony convictions may prevent you from being a member of Norton Fire Department)

Work Information

Current Employer: _____

Address: _____

Phone: _____

Position/title/duties: _____

Supervisors Name/Title: _____

May we contact your employer? Yes No

How many hours per week do you usually work when school is in session? _____

when school is **not** in session? _____

Any other extracurricular activities you would like us to consider: (sports, church, etc.)

Norton Fire Department
618 Virginia Avenue
P.O. Box 618
Norton, Virginia 24273-0618



Phone: (276) 679-1160
Fax: (276) 679-3510
www.nortonva.org

References

We would like to call at least two people who are not related to you and who have a definite knowledge of your qualifications for membership in the fire service. Do not repeat names listed above.

Friend, Co-worker, Friend of family, etc:

Name: _____

Phone: _____

Email: _____

Best time to contact them: _____

Teacher, school official, religious leader, etc:

Name: _____

Phone: _____

Email: _____

Best time to contact them: _____

Read the Norton Fire Department Junior Firefighter Policies & Procedures attached.

I do hereby promise to adhere to and abide by the rules and regulations set forth by the Norton Fire Department. I understand that I am not to appear at the fire scene, training event or department under the influence of drugs or alcohol. I agree to abide by all traffic laws when responding to an incident. I understand that it is the right of Norton Fire Department to terminate this program at any time for any reason. Upon my termination (voluntary or involuntary), I will surrender all issued equipment in a timely manner.

X _____
Junior Applicants Signature Date



Parental Permission

I, _____ (Parent/Legal Guardian) give full permission for _____ son/daughter to participate in the Junior Firefighter Program under the direct supervision of the City of Norton Fire Department Junior Firefighter Program Coordinator, Fire Chief, and all ranking officers at all times while participating or assisting in any fire department activities.

Before being accepted into the Junior Firefighter Program, the applicant and parent/guardian must attend the orientation meeting with the Program Coordinator and Fire Chief. This meeting will detail what is allowed and expected of each junior member.

Membership consists of 16-18-year olds. It must be understood it is the sole responsibility of each parent/guardian to carry proper insurance for their son/daughter whether it be primary insurance or accidental insurance. We do encourage parental input and at any time feel free to call the Program Coordinator or Fire Chief with any concerns or creative ideas.

The City of Norton Fire Department will foster this program to shape and mold young firefighters in hopes of a full membership service to our fire department or other department within the fire service. We place high importance on satisfactory performance in their public or private education. At any time your son/daughter has less than satisfactory results at school the Program Coordinator must be notified.

 Junior Firefighter Program Coordinator

Date

 Fire Chief

Date

 Parent/Guardian

Date

Norton Fire Department
 618 Virginia Avenue
 P.O. Box 618
 Norton, Virginia 24273-0618



Phone: (276) 679-1160
 Fax: (276) 679-3510
www.nortonva.org



Inter-Office Memo

To: Mayor and City Council
From: Fred L. Ramey, Jr., City Manager *FR*
CC:
Date: July 13, 2018
Re: Norton Rescue Squad

The Norton Rescue Squad Board of Directors has been working very hard to secure funding for a new rescue squad. Fire Chief Todd Lagow will provide City Council with an update on their efforts.

Thank You.

**Memorandum of Agreement (MOA) Between
Kids Central, Inc. Head Start and the City of Norton Department of Social
Services**

I. PARTIES

The Parties in this MOA are Kids Central, Inc. and City of Norton Department of Social Services.

II. PURPOSES

The purpose of the Kids Central, Inc. and Norton DSS MOA is:

- The coordination of all Child Protective Service investigations involving school personnel.
- Collaboration of available resources to families enrolled in Early Head Start/Head Start to avoid duplication of community services.
- Collaborate on joint professional development to ensure both agencies understand the services provided by each agency and how collaboration can make a positive impact on the community being served.

III. PROGRAM DESCRIPTIONS AND SERVICE AREA

Kids Central, Inc. (KCI) is a private, non-profit 501(c) (3) corporation and a grantee of the Head Start Bureau. KCI currently operates a Head Start grant, funded to serve 256 children and families in Wise County, Dickenson County, and the City of Norton, Virginia. KCI also operates an Early Head Start grant, funded to serve 116 pregnant women, infants, and toddlers in Wise County and the City of Norton.

City of Norton Department of Social Services provides services to the residents of Norton, VA.

IV. CONFIDENTIALITY

All parties acknowledge confidentiality requirements that each must follow regarding informed parental consent and the sharing and releasing of personally identifiable information regarding children and families.

V. SUMMARY

This agreement is set forth to provide the residents of the City of Norton being served by Kids Central, Inc. Head Start the highest quality services in a healthy and safe environment. Both agencies will make an effort to provide referral information to

children and families being served in order to avoid duplicated services and ensure families are receiving services that benefit the family unit.

VI. RENEWAL OR TERMINATION

The condition of the MOA may be terminated for cause by either party hereto, and the contract will automatically terminate in the event program funds are withheld or are not available in any manner beyond the control of involved agencies; or in the event of a reduction of funding of either agency, a service may be modified, curtailed, or terminated upon sixty days of written notice to the cooperating agency.

This contract becomes effective June 1, 2018 and will expire May 31, 2019 subject to renewal with or without amendments. This contract will be reviewed every year and may be amended by mutual consent of parties in accordance with the contract's aforementioned conditions.

This contract is made in duplicate, each of the parties bearing a copy, which will be considered as an original.

SIGNATURE: 
Executive Director, Kids Central, Inc.

DATE: 6-14-18

SIGNATURE: _____

DATE: _____

Executive Director Department of Social Services



Inter-Office Memo

To: Mayor and City Council
From: Fred L. Ramey, Jr., City Manager *FR*
CC:
Date: July 13, 2018
Re: Parks and Recreation Summer Internship

Last year we were contacted by Samantha Robinson about a possible internship with our Parks and Recreation Department for this summer. Samantha is a rising senior at Berea College with a double major in Theatre Arts and Women's and Gender studies.

Samantha will provide City Council with an overview of her summer internship experience.

Thank You.

6/25/18

002-000020-2115
Due to GOF for Water Department
Remaining of FY17

148851
98
\$337,015.44

COPY

148851

CITY OF NORTON
GENERAL OPERATING FUND
NORTON VA 24273

THE FIRST BANK & TRUST
NORTON VA

11/18/18
18

*****Three Hundred Thirty Seven Thousand Fifteen Dollars and 44/100*****

PAY TO THE ORDER OF

City of Norton
General Operating Fund

DATE

6/25/18

AMOUNT

\$337,015.44



NOT-NEGOTIABLE

AUTHORIZED SIGNATURE