AGENDA

JAMES CITY SERVICE AUTHORITY BOARD OF DIRECTORS

REGULAR MEETING

COUNTY GOVERNMENT CENTER BOARD ROOM

101 MOUNTS BAY ROAD, WILLIAMSBURG, VA 23185

June 9, 2026

5:00 PM

A. CALL TO ORDER

B. ROLL CALL

C. PRESENTATION(S)

D. PUBLIC COMMENT

E. CONSENT CALENDAR

1. Revisions to High Priority Inflow and Infiltration Reduction Program Agreement with Hampton Roads Sanitation District

2. Purchasing Policy and Public-Private Education Facilities and Infrastructure Act Procedures Adoption

3. Minutes Adoption

F. PUBLIC HEARING(S)

G. BOARD CONSIDERATION(S)

H. BOARD REQUESTS AND DIRECTIVES

I. GENERAL MANAGER'S UPDATE

1. June 2026 Dashboard Report

J. ADJOURNMENT

1. Adjourn until 5 pm on July 14, 2026 for the Regular Meeting

M E M O R A N D U M

DATE: June 9, 2026

TO: The Board of Directors

FROM: M. Douglas Powell, General Manager, James City Service Authority

SUBJECT: Revisions to High Priority Inflow and Infiltration Reduction Program Agreement with Hampton Roads Sanitation District

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The Board of Directors authorized the General Manager to execute the High Priority Inflow and Infiltration Reduction Program (HPIIRP) Agreement with Hampton Roads Sanitation District (HRSD) on February 10, 2026. This program is part of James City Service Authority's (JCSA) and HRSD's joint responsibilities under the Consent Agreement with the Virginia Department of Environmental Quality to address sewer system overflows by repairing cracked or broken sanitary sewer pipes and manholes where unwanted stormwater or groundwater can enter the sanitary sewer system.

HRSD is using the design-build procurement method to engineer and construct the required improvements. The collaboration allowed by the design-build method identified scope efficiencies that may allow HRSD to perform additional work within JCSA's service area. HRSD requested minor revisions to the Agreement removing references to preliminary maps to provide flexibility in selecting future project locations.

Staff recommends approval of the attached resolution authorizing and directing the General Manager to execute those documents necessary to enter a revised HPIIRP Agreement with HRSD reflecting the requested revisions and other insubstantial changes.

MDP/tm
Rev-IIRPAgrmt-mem

Attachment

R E S O L U T I O N

REVISIONS TO HIGH PRIORITY INFLOW AND INFILTRATION REDUCTION PROGRAM

AGREEMENT WITH HAMPTON ROADS SANITATION DISTRICT

WHEREAS, the Board of Directors authorized the General Manager to execute the High Priority Inflow and Infiltration Reduction Program (HPIIRP) Agreement with Hampton Roads Sanitation District (HRSD) on February 10, 2026; and

WHEREAS, this program is part of James City Service Authority's (JCSA) and HRSD's joint responsibilities under the Consent Agreement with the Virginia Department of Environmental Quality to address sewer system overflows by repairing cracked or broken sanitary sewer pipes and manholes where unwanted stormwater or groundwater can enter the sanitary sewer system; and

WHEREAS, HRSD is using the design-build procurement method to engineer and construct the required improvements, and the collaboration allowed by the design-build method identified scope efficiencies that may allow HRSD to perform additional work within JCSA's service area; and

WHEREAS, HRSD requested minor revisions to the Agreement removing references to preliminary maps to provide flexibility in selecting future project locations.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, hereby authorizes and directs the General Manager to execute those documents necessary to enter a revised HPIIRP Agreement with HRSD reflecting the requested revisions and other insubstantial changes.

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Barbara E. Null
Chair, Board of Directors

ATTEST:

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Teresa J. Saeed
Deputy Secretary to the Board

	VOTES AYE	NAY	ABSTAIN	ABSENT
WAINWRIGHT	____	____	____	____
ICENHOUR	____	____	____	____
LARSON	____	____	____	____
MCGLENNON	____	____	____	____
NULL	____	____	____	____

Adopted by the Board of Directors of the James City Service Authority, James City County, Virginia, this 9th day of June, 2026.

Rev-IIRPAgrmt-res

MEMORANDUM

DATE: June 9, 2026

TO: The Board of Directors

FROM: M. Douglas Powell, General Manager, James City Service Authority

SUBJECT: Purchasing Policy and Public-Private Education Facilities and Infrastructure Act Procedures Adoption

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As part of the ongoing process of developing greater organizational independence and administrative autonomy, the James City Service Authority (JCSA) is transitioning selected financial functions in-house over several years. Risk Management and invoice entry were transferred at the start of Fiscal Year (FY) 2026 and Purchasing and Accounts Payable tasks will move in FY 2027.

Purchasing Policy adoption ensures that JCSA procurement activity will be competitive, efficient, flexible, economical, fair, and impartial. The proposed Purchasing Policy is based on the County's Purchasing Policy first adopted by the Board of Supervisors in 2001 and updated in 2011 and 2019.

Adoption of the Public-Private Educational Facilities and Infrastructure Act (PPEA) Procedures provides the JCSA with an alternative to traditional procurement and financing methods using the potential benefits of public-private partnerships. The proposed PPEA Procedures are based on the County's PPEA Procedures first adopted by the Board of Supervisors in 2003 and updated in 2005 and 2011.

The proposed Purchasing Policy and PPEA Procedures were developed in consultation with the James City County Purchasing Director and the County Attorney's Office. The proposed updates reflect anticipated County Purchasing Policy changes to be made soon. The proposed Purchasing Policy updates include increasing the small purchase limit from $2,500 to $5,000; increasing the General Manager's contract approval authority from $100,000 to $250,000 and up to any amount for Capital Improvement Plan (CIP) projects included in the adopted budget unless the CIP project scope has changed or the contract amount exceeds the adopted CIP budget; and increasing the General Manager's contract amendment authority from $50,000 to $100,000. Board of Directors approval shall be required for all contract awards over $250,000 if the project is not already approved in the CIP budget.

Staff recommends adoption of the Purchasing Policy and Public-Private Education Facilities and Infrastructure Act Procedures contained in the attachments with an effective date of July 1, 2026.

MDP/tm
FY27AuthPurcP-mem

Attachments

R E S O L U T I O N

PURCHASING POLICY AND PUBLIC-PRIVATE EDUCATION FACILITIES AND

INFRASTRUCTURE ACT PROCEDURES ADOPTION

WHEREAS, as part of the ongoing process of developing greater organizational independence and administrative autonomy, the James City Service Authority (JCSA) is transitioning selected financial functions in-house over several years; and

WHEREAS, Risk Management and invoice entry were transferred at the start of Fiscal Year (FY) 2026 and Purchasing and Accounts Payable tasks will move in FY 2027; and

WHEREAS, Purchasing Policy adoption ensures that JCSA procurement activity will be competitive, efficient, flexible, economical, fair, and impartial; and

WHEREAS, adoption of Public-Private Educational Facilities and Infrastructure Act (PPEA) Procedures provides the JCSA with an alternative to traditional procurement and financing methods using the potential benefits of public-private partnerships.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, hereby adopts the Purchasing Policy and Public-Private Education Facilities and Infrastructure Act (PPEA) Procedures contained in the attachments with an effective date of July 1, 2026.

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Barbara E. Null
Chair, Board of Directors

ATTEST:

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Teresa J. Saeed
Deputy Secretary to the Board

VOTES

	AYE	NAY	ABSTAIN	ABSENT
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Adopted by the Board of Directors of the James City Service Authority, James City County, Virginia, this 9th day of June, 2026.

FY27AuthPurcP-res

JAMES CITY SERVICE AUTHORITY PURCHASING POLICY

Effective July 1, 2026

PURCHASING POLICY

CHAPTER 1 – GENERAL PROVISIONS

Section 1 - Title

This document shall be known as the James City Service Authority (JCSA) Purchasing Policy.

Section 2 - Organization

James City Service Authority Purchasing operates under the supervision of the JCSA Purchasing Director. The JCSA General Manager appoints the Purchasing Director for the Authority.

Section 3 - Responsibility

The JCSA Purchasing Director is responsible for managing all JCSA procurement activity and implementing this Purchasing Policy. JCSA shall utilize modern purchasing, supply management techniques, and ensure all procurement activity complies with applicable laws and generally accepted professional standards. The JCSA Purchasing Director provides methods to handle delegated purchasing authority.

Section 4 - Duties

The Purchasing Director shall prepare and maintain a Purchasing Manual containing detailed rules and regulations consistent with this Policy and the laws of the Commonwealth of Virginia governing the operations of Authority purchasing. The Purchasing Director shall propose amendments to the Purchasing Manual for approval by the General Manager.

The Purchasing Director shall coordinate purchasing procedures among departments by becoming acquainted with the needs of each, assisting in the preparation of specifications, locating the sources of needed products or services and providing follow-up after delivery. Purchasing shall review the quality, quantity, and kind of goods and services requested and recommend alternatives, if appropriate.

The Purchasing Director shall act as the Authority's representative on matters pertaining to purchasing as defined within this Policy and the Purchasing Manual.

The Purchasing Director shall ensure procurement actions are properly documented and maintain all related records.

The Purchasing Director shall pursue the implementation of a fully automated and integrated purchasing system, including use of electronic media for vendor communications, solicitation, distribution, and e-commerce activities.

Section 5 – Cooperative Procurement

The Authority may participate in, sponsor, conduct, or administer a cooperative procurement agreement with one or more public bodies or agencies of the United States for the purpose of combining requirements to increase efficiency or reduce administrative expenses. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that shall allow for participation in any such arrangement.

Section 6 - Definitions

Best Value means the overall combination of quality, price, and various elements of required goods and services that in total are optimal relative to the Authority's needs. Purchasing shall use best value bid evaluation when procuring certain goods and nonprofessional services when it is in the best interests of the Authority to allow factors other than price to be considered in making an award. The factors to be used in making the award and the numerical weighting for each factor are predetermined in a solicitation. Best value bid evaluation factors may include any of the following and/or additional factors determined to be relevant by the Purchasing Director.

- Quality of goods and services
- Warranties, guarantees and return policies
- Reliability of delivery and implementation schedules
- Quality and effectiveness of the business solution and innovative use of current/new technologies
- Proven development methodologies and trusted tools
- Optimized data exchange and system integration
- Industry experience and positive performance record
- Vendor experience with projects of similar scope and complexity
- Vendor financial stability
- Operational and life-cycle costs incurred by the Authority
- Solution's consistency with Authority's planning and strategic direction
- Consideration of product acceptance by all user groups

Competitive Sealed Bidding is a formal method of selecting the lowest responsive and responsible bidder. It includes the issuance of a written Invitation for Bid (IFB), public notice, a public bid opening, and evaluation based on the requirements set forth in the IFB. The Purchasing Director may elect for prequalification of bidders or include a statement of any requisite qualifications of potential contractors in the IFB. Multiple awards may be made when so specified in the IFB. An IFB may be issued to vendors electronically. Bids may be submitted electronically if specifically authorized in the IFB.

Competitive Negotiation is a formal method of selecting the top rated offeror. It includes the issuance of a Request for Proposals (RFP), public notice; evaluation based on the criteria set forth in the RFP and allows negotiation with the top rated offeror. Any unique capabilities or qualifications required of the contractor shall be set forth in the RFP. An RFP may be issued to vendors electronically. Offers may be submitted electronically if specifically authorized in the RFP.

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

Construction Management contract shall mean a contract in which a party is retained by the owner to coordinate and administer contracts for construction services for the benefit of the owner, and may also include, if provided in the contract, the furnishing of construction services to the owner.

Design-build contract shall mean a contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure, roadway or other item specified in the contract.

Emergency shall be deemed to exist when a breakdown in machinery and/or a threatened termination of essential services or a dangerous condition develops, or when any unforeseen circumstances arise causing curtailment or diminution of essential services.

Firm shall mean any individual, partnership, corporation, association, or other legal entity permitted by law to practice in the Commonwealth of Virginia; or any other individual, firm partnership, corporation, association, or other legal entity qualified to perform professional services.

Goods shall mean all material, equipment, supplies, printing, and automated data processing hardware and software.

Informality shall mean a minor defect or variation of a bid or proposal from the exact requirements of the IFB or RFP that does not affect the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured.

Information technology goods and services shall mean communications, telecommunications, automated data processing, applications, databases, data networks, management information systems, and other related goods and services.

Nonprofessional services shall mean any service not specifically identified below as a professional or consultant service.

Procurement transaction shall mean 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 contracts, and all phases of contract administration.

Professional or consultant services shall mean work performed by an independent contractor within the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, or professional engineering. Professional services shall be procured by competitive negotiation.

Public body shall mean any legislative, executive, or judicial body, agency, office, department, authority, post, commission, committee, institution, board, or political subdivision created by law to exercise some sovereign power or to perform some governmental duty and empowered by law to undertake the activities described in this policy. Public body shall include any metropolitan planning organization or planning district commission that operates exclusively within the Commonwealth of Virginia.

Public contract shall mean an agreement between a public body and a nongovernmental source that is enforceable in a court of law.

Public or Authority employee shall mean any person employed by the Authority including elected officials or appointed members of governing bodies.

Responsible bidder or Responsible offeror shall mean an individual, company, firm, corporation, partnership, or other organization who has the capability in all respects to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance and who has been prequalified if required.

Responsive bidder shall mean an individual, company, firm, corporation, partnership, or other organization who has submitted a bid that conforms in all material respects to the Invitation for Bids.

Services shall mean any work performed by an independent contractor wherein the services rendered do not consist primarily of acquisition of equipment or materials or the rental of equipment, materials, and supplies.

Surplus property shall mean any property that exceeds the requirements of the entire Authority.

Targeted business shall mean businesses that are small, locally owned, locally operated, or owned by a woman or minority.

Virginia Public Procurement Act (VPPA) shall mean those portions of the Code of Virginia, 1950, as amended designated as the Virginia Public Procurement Act.

CHAPTER 2 – PURCHASING POLICIES

Section 1 - Compliance

All James City Service Authority procurement transactions shall comply with the Code of Virginia, the James City Service Authority Purchasing Policy, and the James City Service Authority Purchasing Manual.

Section 2.2-4343(B), VPPA, provides with respect to procurements with federal funds: 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 section, a public body may comply with such federal requirements, notwithstanding the provisions of this section, only upon the written determination of the Governor, in the case of state agencies, or the governing body, in the case of political subdivisions, 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 section in conflict with the conditions of the grant or contract.

No term or provision in any public contract for the acquisition of information technology goods or services shall be valid or enforceable to the extent that it is in conflict with Virginia law. A public contract containing such a term or provision shall otherwise remain enforceable. Any term or provision in such a public contract that (i) makes the public contract subjected to, governed by, or interpreted under the laws of another state or country or (ii) requires or permits any litigation or other dispute resolution proceeding arising from the public contract to be conducted in another state or country shall be void. Such public contract shall instead be deemed to provide for the application of the law of the Commonwealth of Virginia, without regard to such contracts' choice of law provisions, and to provide for jurisdictions in the courts of the Commonwealth.

Section 2 – Purchasing Methods

1. Use of Competitive Sealed Bidding or Competitive Negotiation

Unless otherwise authorized by law or provided for in this Policy or the James City Service Authority Purchasing Manual, all Authority contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchases of services, insurance or construction shall be awarded after competitive sealed bidding or competitive negotiation.

Competitive Bidding Federal Projects (Grants)

The Authority shall follow the requirements of 2 C.F.R. § 200.326 and 2 C.F.R Part 200, Appendix II, by inclusion of clauses as required by the Grantor. This may include Davis-Bacon requirements, Copeland Anti-Kickback Act, Contract Work Hours and Safety Standards Act, The Stafford Act, Clean Air Act and the Federal Water Pollution Control Act, Byrd Anti-Lobbing Amendment, Debarment and Suspension review, and/or other clauses as may be required.

2. Competitive Sealed Bidding and Competitive Negotiation

Whenever the Authority seeks to procure a good or service estimated to cost more than $50,000, an Invitation to Bid or a Request for Proposals shall be issued. Best value concepts may not be considered when procuring construction or professional services. Purchases shall not be split to avoid the $50,000 limit. An Invitation to Bid or Request for Proposals shall be posted in a designated public area, and on the Authority's designated website at least ten days prior to the date bids or proposals are due. A Request for Proposals shall be posted on the Virginia Department of General Services' central electronic procurement website. Responses to Formal Sealed Bids and Proposals are secured unopened until the date and time specified in the solicitation.

The Purchasing Director shall have the authority to waive informalities in bids/proposals, reject all bids/proposals, parts of all bids/proposals, or all bids/proposals for any one or more good or service included in a solicitation when in the Director's judgment the public interest may thereby be served. The Purchasing Director shall determine the responsibility of a bid or proposal and responsiveness of a bid.

3. Construction Management/Design Build Services Procurement Method

A. In addition to competitive bidding and competitive negotiations, the Authority may enter into a contract for construction on a fixed price or not-to-exceed price design-build or construction management basis consistent with this Policy and law.

B. Competitive Negotiation – Construction Management / Design Build Services

1. Determination

a. The Authority may enter into a contract for construction on a fixed price or not-to-exceed price design-build or construction management basis in accordance with the Virginia Public Procurement Act (VPPA) §2.2-4308. Prior to issuing a Request for Qualifications for any design-build or construction management project, the Purchasing Director will document that a) the design-build or construction management contract is more advantageous than a competitive sealed bid construction contract, b) there is a benefit to the Authority by using a design-build or construction management contract, and c) competitive sealed bidding is not practical or fiscally advantageous.

b. The procedures listed in §2.2-4382E. of the VPPA are hereby incorporated by reference and shall govern the Authority's use of competitive negotiation for Design-Build and Construction Management services.

2. Evaluation Committee

a. The Purchasing Director shall appoint an Evaluation Committee that will include a licensed professional engineer or architect with professional competence appropriate to the proposed project. A two-step competitive negotiation process will be used. The first step is prequalification using a Request for Qualifications and the second step is a Request for Proposals. Prequalification shall conform to Section 3 Prequalification of this Policy and the requirements of 2.2-4317 of the VPPA. The licensed professional engineer or architect shall advise the Authority regarding the use of design-build or construction management project and will assist with the preparation of the Request for Qualifications and the Request for Proposal consistent with this Policy for competitive negotiation of non-professional services, and will assist in the evaluation of proposals. A qualified person or firm may provide the licensed professional engineer or architect services under a professional services contract.

3. Selection, Evaluation and Award of Construction Management or Design- Build Contracts

a. Design Requirements. The Request for Proposal shall include and define the criteria of the construction project in the areas such as site plans; floor plans; exterior elevations; basic building envelope materials; fire protection information plans; structural, mechanical (HVAC), and electrical systems; special telecommunications; and may define such other requirements as the Authority determines appropriate for the particular construction project.

b. Selection, Evaluation and Award Factors. Proposal evaluation factors and other source selection criteria shall be included in the Request for Proposal for the specific design-build or construction management project.

c. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, based on the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the Authority shall select the fully qualified offeror that, in its opinion, has made the best value proposal in response to the Request for Proposals, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so stated in the RFP, awards may be made to more than one offeror. Should the Authority determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

Trade secrets or proprietary information provided by an offeror in response to a request for qualifications or a request for proposals shall not be disclosed to the public or to competitors, provided the offeror has invoked protection pursuant to the Code of Virginia § 2.2-4342(F).

d. The Purchasing Director may promulgate such additional procedures, not inconsistent with the provisions of this section and consistent with the procedures for the procurement of nonprofessional services through competitive negotiations, as deemed necessary and appropriate to effect the selection and evaluation of offerors and the award of design-build and construction management contracts.

4. Sole Source

Sole source procurement is authorized when there is only one source practicably available for the required goods or services. Competition is not available in a sole source situation; thus distinguishing it from a situation where the product required is restricted to the manufacturer(s) stipulated but is sold through distributors and competition between them can be obtained. Sole source justification based solely on a single vendor's capability to deliver in the least amount of time is not appropriate since availability alone is not a valid basis for determining a sole source procurement. All sole source procurements require Purchasing Director approval.

5. Emergency

In case of an emergency, as defined herein, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practical under the circumstances. Except as provided below, approval by the Purchasing Director shall be required for all emergency purchases. If an emergency occurs at a time other than regular Authority business hours, the Section Superintendent may purchase the required goods or services in an amount not to exceed $50,000. The General Manager or designee shall approve emergency procurements over $50,000. The Section Superintendent shall, not later than the next business day, submit a requisition, tabulation of bids received (if any), delivery record, and a brief explanation of the emergency.

6. Small Purchases

Any procurement not expected to exceed $50,000 in expenditure of public funds, from any source, may be made in accordance with the following small purchase limits. Procurements up to $5,000 may be made upon receipt of one written or documented verbal quote or proposal. Solicitation of three written quotes or proposals are required for purchases of $5,001-$50,000. Informal solicitations for quotes or proposals may be required for purchases of $5,001 - $50,000 at the Purchasing Director's discretion.

Award shall be made to the lowest responsive and responsible vendor that supplies a quote or to the offeror that made the best proposal. Procurement requirements shall not be artificially divided so as to constitute a small purchase under this policy. Similar items or services may be combined for formal competition at the Purchasing Director's discretion.

7. Purchasing Card

Selected Authority personnel may be issued Purchasing Cards (Pcards) to use for small purchases and emergency procurements. The competition requirements for small and emergency purchases shall apply. All Purchasing Card transactions shall conform to the James City County Purchasing Card Policy and Procedures. The Purchasing Card Policy and Procedures are part of the James City County Purchasing Policy and Manual.

Section 3 – Prequalification

Prospective contractors may be prequalified for particular types of goods, services, insurance or construction and consideration of bids or proposals limited to prequalified contractors. Any prequalification procedures shall be established in writing and sufficiently in advance of their implementation to allow potential contractors a fair opportunity to complete the process. The Purchasing Director may deny prequalification to any contractor only upon finding one of the following:

a) 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 Authority shall be sufficient to establish the financial ability of such contractor to perform the contract resulting from such procurement.

b) The contractor does not have appropriate experience to perform the construction project in question.

c) 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.

d) The contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with the Authority without good cause. If the Authority has not contracted with a contractor in any prior construction contracts, the Authority 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 Authority 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.

e) The contractor or any officer, director, owner, project manager, procurement manager or chief financial officer thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ 2.2-4367 et seq.) of the Virginia Public Procurement Act, (ii) the Virginia Governmental Frauds Act (Virginia Code § 18.2-498.1 et seq.), (iii) Chapter 4.2 (§ 59.1-68.6 et seq.) of Title 59.1 of the Virginia Code, or (iv) any substantially similar law of the United States or another state.

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

g) The contractor failed to provide to the Authority in a timely manner any information requested by the Authority relevant to items a) through f) above.

Section 4 – Contract Approval Authority

Authorization by the Purchasing Director shall be required for contracts if the amount is $100,000 or less. Authorization by the General Manager shall be required for awards over $100,000-$250,000 and any amount for approved CIP projects, unless the scope has changed or the contract amount exceeds the approved CIP budget amount. Authorization by the Board of Directors shall be required for the award of all contracts over $250,000 if not already approved in the CIP budget.

Section 5 – Authority to Amend or Terminate a Contract

The Purchasing Director may amend any Authority contract that includes provisions for modification of the contract during performance, up to $10,000. Any single or cumulative increase to a fixed price contract that would result in a new contract amount over $100,000 requires written approval of the General Manager. Any single or cumulative increase to a fixed-price contract greater than twenty-five percent of the original contract or $50,000, whichever is greater, requires written approval of the Board of Directors.

The Purchasing Director may terminate any contract for convenience, cause, or non-appropriation of funds in accordance with the contract terms and conditions after consultation with the Authority's counsel.

Section 6 – Preferences and Tie Bids

In accordance with the Code of Virginia, James City Service Authority does not grant preferences or set- asides except in the case of tie bids. If all bids are for the same total amount or unit price (including authorized discounts and delivery times) and if the public interest will not permit the delay of re-advertisement for bids, the Purchasing Director shall be authorized to award the contract in accordance with the VPPA tie bid provisions.

Section 7 – Vendor Outreach

Purchasing is the Authority's main contact point with vendors. As such, Authority Purchasing will pursue outreach activities that may include developing specialized publications, attending/hosting trade fairs, and encouraging vendor visits with Authority staff.

Section 8 – Anti-Discrimination

James City Service Authority conforms, as applicable, to the provisions of the Federal Civil Rights Act of 1964, as amended; the Virginia Fair Employment Contracting Act of 1975, as amended; the Virginians with Disabilities Act; the Americans With Disabilities Act, and Sections 2.2-4310 and 2.2-4311 of the Virginia Public Procurement Act. All bidders/offerors who submit bids/proposals to the Authority are required to certify they conform to these same anti-discrimination requirements.

Section 9 – Assistance to Targeted Businesses

The Authority shall undertake every reasonable effort to increase the opportunity for participation in the procurement process by targeted businesses. To this end, Authority Purchasing shall:

1. Make targeted businesses aware of the Authority's procurement policies. Any targeted business seeking assistance in understanding or completing any bids or proposals should seek the assistance of the Purchasing Director.

2. Participate in training seminars for the purpose of informing targeted business bidders of the procurement opportunities and procedures.

3. Participate in local and regional targeted business purchasing fairs.

4. Cooperate with the Virginia Department of Small Business and Supplier Diversity, the United States Small Business Administration, and other public or private agencies.

Section 10 – Debarment, Enjoinment or Suspension

Contractors who either do not meet their obligations or have other performance or non-performance issues may be suspended or disqualified from contracting with the Authority through enjoinment or debarment.

Enjoinment is to impose bidding restrictions on a contractor when the contractor fails to fulfill its obligations. Enjoinment is used for issues that can be corrected. A contractor may be enjoined for the following reasons:

1. Failure to meet SWaM requirements
2. Delinquency
3. Unwillingness or inability to fulfill a contract
4. Failure to comply with the Contract documents, Special and General Conditions

The punishment for enjoinment will be the prohibition of bidding on Authority construction contracts for a period not to exceed one year.

Debarment is the Authority's exclusion of certain individuals or firms from contracting with the Authority for a specified period of time. The Purchasing Director may debar a person or company from consideration for awards or contracts for a period up to three (3) years upon a finding of cause that the vendor has engaged in any of the following activities.

1. Unsatisfactory performance on a contract with a public body, including but not limited to, failure to comply with contract terms and conditions or to meet specification/scope of services requirements.

2. Offering any gift, gratuity, favor, or advantage to any Authority employee who exercises official responsibility for procurement transactions.

3. Failing to disclose a condition constituting a conflict of interest by any officer, director, owner, or partner of the vendor in a contract or purchase order awarded by the Authority.

4. Conviction of any officer, director, owner, partner, or agent of the vendor of any criminal offense involving public contracting.

5. Court judgment finding a violation of Federal or State antitrust laws.

6. Conviction of any criminal offense, or a judgment in civil litigation, which indicates a lack of moral or business integrity.

7. Abandonment of performance or termination for default on any other James City Service Authority project.

8. Default on any surety bond or written guaranty on which James City Service Authority is an obligee.

9. The filing of a bankruptcy petition, by, against, or regarding the contractor. Any other cause that the Purchasing Director determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or prior reprimands.

The Purchasing Director may suspend a person or company from consideration for award or contracts for a period up to three months upon a finding of probable cause that might lead to debarment.

In debarring or suspending any individual or firm from contracting with the Authority, the Purchasing Director shall follow all applicable procedures outlined herein and in the James City Service Authority Purchasing Manual.

Section 11 – Excess and Surplus Property

The Purchasing Director shall be responsible for:

1. Redistribution of serviceable excess personal property.

2. Disposal of surplus Authority personal property through sealed bid, online or physical auction, trade- in, or fixed price sales. Some personal property may also be disposed of by junking, sale as scrap metal, or cannibalization.

Surplus Authority property may be donated to charitable and other non-Authority activities where appropriate. The Purchasing Director shall evaluate the request for donation and first determine whether the requested item is needed by any Authority section. Other factors to be considered in the evaluation are availability of the requested item, serviceability, compatibility to the intended use and potential benefits to the Authority, including public relations and goodwill.

No Authority employee, whether permanent or temporary shall convert to personal use any surplus property, with or without salvage value. No Authority employee, nor any member of their immediate family, may purchase Authority surplus property. Surplus property may not be purchased by an Authority employee through a third party.

Section 12 – Public Purchasing Ethics

All Authority procurement is subject to and will be conducted in accordance with the Virginia Public Procurement Act, the State and Local Conflict of Interests Act, and the Governmental Frauds Act.

Purchasing Policy

Effective July 1, 2026

~~James City County~~

~~2/22/19~~

PURCHASING POLICY

CHAPTER 1 - GENERAL PROVISIONS

Section 1 - Title

This document shall be known as the James City ~~County~~ Service Authority (JCSA) Purchasing Policy.

SECTION 2 - ORGANIZATION

~~The~~ James City Service Authority Purchasing ~~County Purchasing Office is part of the Department of Financial and Management Services. It~~ operates under the supervision of the ~~Manager of the Department of Financial and Management Services. The~~ JCSA Purchasing Director ~~supervises all Purchasing Office operations.~~ The JCSA General Manager appoints the Purchasing Director for the Authority.

SECTION 3 - RESPONSIBILITY

The ~~Purchasing Office, through the~~ JCSA Purchasing Director, is responsible for managing all ~~County~~ J C S A procurement activity and implementing this Purchasing Policy. ~~The Office~~ JCSA shall utilize modern purchasing, supply management techniques, and ensure all procurement activity complies with applicable laws and generally accepted professional standards. The JCSA Purchasing Director provides methods to handle delegated purchasing authority.

SECTION 4 - DUTIES

The Purchasing Director shall prepare and maintain a Purchasing Manual containing detailed rules and regulations consistent with this Policy and the laws of the Commonwealth of Virginia governing the operations of ~~County~~ Authority purchasing. The Purchasing Director shall propose amendments to the ~~James City County~~ Purchasing Manual for approval by the General Manager ~~of the Department of Financial and Management Services~~.

The Purchasing Director shall coordinate purchasing procedures among departments by becoming acquainted with the needs of each, assisting in the preparation of specifications, locating the sources of needed products or services and providing follow-up after delivery. Purchasing shall review the quality, quantity, and kind of goods and services requested and recommend alternatives, if appropriate.

The Purchasing Director shall act as the ~~County's~~ Authority's representative on matters pertaining to purchasing as defined within this Policy and the ~~James City County~~ Purchasing Manual.

The Purchasing Director shall ensure procurement actions are properly documented and maintain all related records.

The Purchasing Director shall pursue the implementation of a fully automated and integrated purchasing system, including use of electronic media for vendor communications, solicitation, distribution, and e- commerce activities.

SECTION 5 - COOPERATIVE PROCUREMENT

The ~~County~~ Authority may participate in, sponsor, conduct, or administer a cooperative procurement agreement with one or more public bodies or agencies of the United States for the purpose of combining requirements to increase efficiency or reduce administrative expenses. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that shall allow for participation in any such arrangement.

SECTION 6 - DEFINITIONS

Best Value means the overall combination of quality, price, and various elements of required goods and services that in total are optimal relative to the ~~County's~~ Authority's needs. Purchasing shall use best value bid evaluation when procuring certain goods and nonprofessional services when it is in the best interests of the ~~County~~ Authority to allow factors other than price to be considered in making an award. The factors to be used in making the award and the numerical weighting for each factor are predetermined in a solicitation. Best value bid evaluation factors may include any of the following and/or additional ~~other~~ factors determined to be relevant by the Purchasing Director.

- Quality of goods and services
- Warranties, guarantees and return policies
- Reliability of delivery and implementation schedules
- Quality and effectiveness of the business solution and innovative use of current/new technologies
- Proven development methodologies and trusted tools
- Optimized data exchange and system integration
- Industry experience and positive performance record
- Vendor experience with projects of similar scope and complexity
- Vendor financial stability
- Operational and life-cycle costs incurred by the Authority
- Solution's consistency with Authority's planning and strategic direction
- Consideration of product acceptance by all user groups

~~• Quality of the good or service;~~

~~• Operational costs incurred by the County if the bid is accepted;~~

~~• Life-cycle costing;~~

~~• Reliability of delivery and implementation schedules;~~

~~• Maximum facilitation of data exchange and systems integration; Warranties, guarantees, and return policy;~~

~~• Vendor financial stability;~~

~~• Consistency of proposed solution with County's planning documents and strategic direction; Quality and effectiveness of the business solution and approach;~~

~~• Industry and program experience;~~

~~• Prior record of vendor performance;~~

~~• Vendor expertise with projects of similar scope and complexity;~~

~~• Consideration of potential product acceptance by all user groups;~~

~~• Proven development methodologies and tools; and~~

~~• Innovative use of current technologies and quality results.~~

Competitive Sealed Bidding is a formal method of selecting the lowest responsive and responsible bidder. It includes the issuance of a written Invitation for Bid (IFB), public notice, a public bid opening, and evaluation based on the requirements set forth in the IFB. The Purchasing Director may elect for prequalification of bidders or include a statement of any requisite qualifications of potential contractors in the IFB. Multiple awards may be made when so specified in the IFB. An IFB may be issued to vendors electronically. Bids may be submitted electronically if specifically authorized in the IFB~~.~~

Competitive Negotiation is a formal method of selecting the top rated offeror. It includes the issuance of a Request for Proposals (RFP), public notice; evaluation based on the criteria set forth in the RFP and allows negotiation with the top rated offeror. Any unique capabilities or qualifications required of the contractor shall be set forth in the RFP. An RFP may be issued to vendors electronically. Offers may be submitted electronically if specifically authorized in the RFP.

Construction shall mean building, altering, repairing, improving, or demolishing any structure, building, ~~road, drainage~~ or highway ~~sanitary facility,~~ and any draining, dredging, excavation, grading, or similar work upon real property.

Construction Management contract shall mean a contract in which a party is retained by the owner to coordinate and administer contracts for construction services for the benefit of the owner, and may also include, if provided in the contract, the furnishing of construction services to the owner.

Design-build contract shall mean a contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure, roadway or other item specified in the contract.

Emergency shall be deemed to exist when a breakdown in machinery and/or a threatened termination of essential services or a dangerous condition develops, or when any unforeseen circumstances arise causing curtailment or diminution of essential services.

Firm shall mean any individual, partnership, corporation, association, or other legal entity permitted by law to practice in the Commonwealth of Virginia; or any other individual, firm partnership, corporation, association, or other legal entity qualified to perform professional services.

Goods shall mean all material, equipment, supplies, printing, and automated data processing hardware and software.

Informality shall mean a minor defect or variation of a bid or proposal from the exact requirements of the IFB or RFP that does not affect the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured.

Information technology goods and services shall mean communications, telecommunications, automated data processing, applications, databases, data networks, management information systems, and other related goods and services.

Nonprofessional services shall mean any service not specifically identified below as a professional or consultant service.

Procurement transaction shall mean 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 contracts, and all phases of contract administration.

Professional or consultant services shall mean work performed by an independent contractor within the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, or professional engineering. Professional services shall be procured by competitive negotiation.

Public body shall mean any legislative, executive, or judicial body, agency, office, department, authority, post, commission, committee, institution, board, or political subdivision created by law to exercise some sovereign power or to perform some governmental duty and empowered by law to undertake the activities described in this policy. Public body shall include any metropolitan planning organization or planning district commission that operates exclusively within the Commonwealth of Virginia.

Public contract shall mean an agreement between a public body and a nongovernmental source that is enforceable in a court of law.

Public or ~~County~~ Authority employee shall mean any person employed by the ~~County~~Authority~~,~~ including elected officials or appointed members of governing bodies.

Responsible bidder or Responsible offeror shall mean an individual, company, firm, corporation, partnership, or other organization who has the capability in all respects to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance and who has been prequalified if required.

Responsive bidder shall mean shall mean an individual, company, firm, corporation, partnership, or other organization who has submitted a bid that conforms in all material respects to the Invitation for Bids.

Services shall mean any work performed by an independent contractor wherein the services rendered do not consist primarily of acquisition of equipment or materials or the rental of equipment, materials, and supplies.

Surplus property shall mean any property that exceeds the requirements of the entire ~~County~~Authority.

Targeted business shall mean businesses that are small, locally owned, locally operated, or owned by a woman or minority.

~~**Value Engineering** shall mean review of a project's architectural and engineering drawings and specifications by an independent team of engineers and/or architects for complex or construction projects estimated to be at or over $2 million. The independent team makes recommendations that focus on achieving like-performance at reduced costs. Value engineering must be applied as early in the design cycle as feasible to achieve maximum benefits. For large construction projects, value~~

~~engineering studies are performed during the schematic stage and then at approximately the 30-40 percent design stage.~~

Virginia Public Procurement Act (VPPA) shall mean those portions of the Code of Virginia, 1950, as amended designated as the Virginia Public Procurement Act.

CHAPTER 2 - PURCHASING POLICIES

SECTION 1 - COMPLIANCE

All James City ~~County~~ Service Authority procurement transactions shall comply with the Code of Virginia, the James City ~~County~~ Service Authority Purchasing Policy, and the James City ~~County~~ Service Authority Purchasing Manual. ~~Fiscal partners of the County, organizations that utilize the County as their fiscal or purchasing agent, and County departments/Constitutional Officers exempt from regular purchasing requirements through special provisions of the Virginia Public Procurement Act and/or other sections of the Code of Virginia will be subject to this compliance policy if the procurement is handled through the James City County Purchasing Office. The James City County Purchasing Office encourages the adoption of this Policy by the governing bodies/individuals of the aforementioned entities.~~

Section 2.2-4343(B), VPPA, provides with respect to procurements with federal funds:
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 section, a public body may comply with such federal requirements, notwithstanding the provisions of this section, only upon the written determination of the Governor, in the case of state agencies, or the governing body, in the case of political subdivisions, 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 section in conflict with the conditions of the grant or contract.

No term or provision in any public contract for the acquisition of information technology goods or services shall be valid or enforceable to the extent that it is in conflict with Virginia law. A public contract containing such a term or provision shall otherwise remain enforceable. Any term or provision in such a public contract that (i) makes the public contract subjected to, governed by, or interpreted under the laws of another state or country or (ii) requires or permits any litigation or other dispute resolution proceeding arising from the public contract to be conducted in another state or country shall be void. Such public contact shall instead be deemed to provide for the application of the law of the Commonwealth of Virginia, without regard to such contracts' choice of law provisions, and to provide for jurisdictions in the courts of the Commonwealth.

SECTION 2 - PURCHASING METHODS

1- Use of Competitive Sealed Bidding or Competitive Negotiation

Unless otherwise authorized by law or provided for in this Policy or the James City ~~County~~ Service Authority Purchasing Manual, all ~~County~~ Authority contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchases of services, insurance or construction shall be awarded after competitive sealed bidding or competitive negotiation.

Competitive Bidding Federal Projects (Grants)

The ~~County~~ Authority shall follow the requirements of 2 C.F.R. § 200.326 and 2 C.F.R Part 200, Appendix II, by inclusion of clauses as required by the Grantor. This may include Davis-Bacon requirements, Copeland Anti-Kickback Act, Contract Work Hours and Safety Standards Act, The

Stafford Act, Clean Air Act and the Federal Water Pollution Control Act, Byrd Anti-Lobbing Amendment, Debarment and Suspension review, and/or other clauses as may be required.

2- COMPETITIVE SEALED BIDDING AND COMPETITIVE NEGOTIATION

Whenever the ~~County~~ Authority seeks to procure a good or service estimated to cost more than $50,000, an Invitation to Bid or a Request for Proposals shall be issued. Best value concepts may not be considered when procuring construction or professional services. Purchases shall not be split to avoid the $50,000 limit. An Invitation to Bid or Request for Proposals shall be posted in a designated public area, and on the ~~county~~ Authority's designated website at least ten days prior to the date bids or proposals are due. A Request for Proposals shall be ~~advertised once in a newspaper of general circulation in James City County at least thirty days prior to the date proposals are due~~ posted on the Virginia Department of General Services' central electronic procurement website.
Responses to Formal Sealed Bids and Proposals are secured unopened until the date and time specified in the solicitation.

The Purchasing Director shall have the authority to waive informalities in bids/proposals, reject all bids/proposals, parts of all bids/proposals, or all bids/proposals for any one or more good or service included in a solicitation when in the Director's judgment the public interest may thereby be served. The Purchasing Director shall determine the responsibility of a bid or proposal and responsiveness of a bid.

3- CONSTRUCTION MANAGEMENT / DESIGN BUILD SERVICES PROCUREMENT METHOD

A. In addition to competitive bidding and competitive negotiations, the ~~County~~ Authority may enter into a contract for construction on a fixed price or not-to-exceed price design-build or construction management basis consistent with this Policy and law.

B. Competitive Negotiation – Construction Management / Design Build Services

1. Determination

a. The ~~County~~ Authority may enter into a contract for construction on a fixed price or not-to-exceed price design-build or construction management basis in accordance with the Virginia Public Procurement Act (VPPA) §2.2-4308. Prior to issuing a Request for Qualifications ~~Proposal~~ for any design-build or construction management project, the Purchasing Director will document that a) the design-build or construction management contract is more advantageous than a competitive sealed bid construction contract, b) there is a benefit to the ~~County~~ Authority by using a design-build or construction management contract, and c) competitive sealed bidding is not practical or fiscally advantageous.
~~a.~~b. The procedures listed in §2.2-4382E. of the VPPA are hereby incorporated by reference and shall govern the Authority's use of competitive negotiation for Design-Build and Construction Management services.

2. Evaluation Committee

a. The Purchasing Director shall appoint an Evaluation Committee that will include a licensed professional engineer or architect with professional competence appropriate to the proposed project. A two-step competitive negotiation process will be used. The first step is prequalification using a Request for Qualifications and the second step is a Request for Proposals. Prequalification shall conform to Section 3 Prequalification of this Policy and the requirements of 2.2-4317 of the VPPA. The licensed professional engineer or architect shall advise the ~~County~~ Authority regarding the use of design-build or construction management project and will assist with the preparation of the Request for Qualifications and the Request for Proposal consistent with this Policy for competitive negotiation of non-professional services, and will assist in the evaluation of proposals. A qualified person or firm may provide the licensed professional engineer or architect services under a professional services contract.

3. Selection, Evaluation and Award of Construction Management or Design- Build Contracts.

a) Design Requirements. The Request for Proposal shall include and define the criteria of the construction project in the areas such as site plans; floor plans; exterior elevations; basic building envelope materials; fire protection information plans; structural, mechanical (HVAC), and electrical systems; special telecommunications; and may define such other requirements as the County determines appropriate for the particular construction project.

b) Selection, Evaluation and Award Factors. Proposal evaluation factors and other source selection criteria shall be included in the Request for Proposal for the specific design-build or construction management project.

c) Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, based on the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the ~~County~~ Authority shall select the fully qualified offeror that, in its opinion, has made the best value proposal in response to the Request for Proposals, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so stated in the RFP, awards may be made to more than one offeror. Should the ~~County~~ Authority determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

Trade secrets or proprietary information provided by an offeror in response to a request for qualifications or a request for proposals shall not be disclosed to the public or to competitors, provided the offeror has invoked protection pursuant to the Code of Virginia § 2.2-4342(F).

d) The Purchasing Director may promulgate such additional procedures, not inconsistent with the provisions of this section and consistent with the procedures for the procurement of nonprofessional services through competitive negotiations, as deemed necessary and appropriate to effect the selection and evaluation of offerors and the award of design-build and construction management contracts.

4- **SOLE SOURCE**

Sole source procurement is authorized when there is only one source practicably available for the required goods or services. Competition is not available in a sole source situation; thus distinguishing it from a situation where the product required is restricted to the manufacturer(s) stipulated, but is sold through distributors and competition between them can be obtained. Sole source justification based solely on asingle vendor's capability to deliver in the least amount of time is not appropriate since availability alone is not a valid basis for determining a sole source procurement. All sole source procurements require Purchasing Director approval.

5-EMERGENCY

In case of an emergency, as defined herein, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practical under the circumstances. Except as provided below, approval by the Purchasing Director shall be required for all emergency purchases. If an emergency occurs at a time other than regular ~~County~~ Authority business hours, the ~~Department Manager~~ Section Superintendent may purchase the required goods or services in an amount not to exceed $50,000. The ~~County Administrator~~ General Manager or designee shall approve emergency procurements over $50,000. The ~~Department Manager~~ Section Superintendent shall, not later than the next business day, submit a requisition, tabulation of bids received (if any), delivery record, and a brief explanation of the emergency.

6- SMALL PURCHASES

Any procurement not expected to exceed $50,000 in expenditure of public funds, from any source, may be made in accordance with the following small purchase limits. Procurements up to ~~$2,500~~ $5,000 may be made upon receipt of one written or documented verbal quote or proposal. Solicitation of three written quotes or proposals are required for purchases of ~~$2,500 - $5,000~~ $5,001-$50,000. ~~Solicitation of three written quotes or~~ Informal solicitations for quotes or proposals may be required for purchases of $5,001 - $50,000 at the Purchasing Director's discretion.

Award shall be made to the lowest responsive and responsible vendor that supplies a quote or to the offeror that made the best proposal. Procurement requirements shall not be artificially divided so as to constitute a small purchase under this policy. Similar items or services may be combined for formal competition at the Purchasing Director's discretion.

7- PURCHASING CARD

Selected ~~County~~ Authority personnel may be issued Purchasing Cards (Pcards)to use for small purchases and emergency procurements. The competition requirements for small and emergency purchases shall apply. All Purchasing Card transactions shall conform to the James City County Purchasing Card Policy and Procedures. The Purchasing Card Policy and Procedures are part of the James City County Purchasing Policy and Manual.

SECTION 3 - PREQUALIFICATION

Prospective contractors may be prequalified for particular types of goods, services, insurance or construction and consideration of bids or proposals limited to prequalified contractors. Any prequalification procedures shall be established in writing and sufficiently in advance of their implementation to allow potential contractors a fair opportunity to complete the process. The Purchasing Director may deny prequalification to any contractor only upon finding one of the following:

a) 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 ~~County~~ Authority shall be sufficient to establish the financial ability of such contractor to perform the contract resulting from such procurement.

b) The contractor does not have appropriate experience to perform the construction project in question.

c) 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.

d) The contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with the ~~County~~ Authority without good cause. If the ~~County~~ Authority has not contracted with a contractor in any prior construction contracts, the ~~County~~ Authority 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 ~~County~~ Authority 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.

e) The contractor or any officer, director, owner, project manager, procurement manager or chief financial officer thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ 2.2-4367 et seq.) of the Virginia Public Procurement Act, (ii) the Virginia Governmental Frauds Act (Virginia Code § 18.2-498.1 et seq.), (iii) Chapter 4.2 (§ 59.1-68.6 et seq.) of Title 59.1 of the Virginia Code, or (iv) any substantially similar law of the United States or another state.

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

g) The contractor failed to provide to the ~~County~~ Authority in a timely manner any information requested by the ~~County~~ Authority relevant to items a) through f) above.

SECTION 4- CONTRACT APPROVAL AUTHORITY

Authorization by the Purchasing Director shall be required for contracts if the amount is $100,000 ~~$50,000~~ or less. Authorization by the ~~County Administrator~~ General Manager shall be required for awards over $100,000-$250, 000 ~~$50,000 up to $100,000~~ and any amount for approved CIP projects, unless the scope has changed or the contract amount exceeds the approved CIP budget amount.

Authorization by the Board of ~~Supervisors~~ Directors shall be required for the award of all contracts over $250,000 if not already approved in the CIP budget ~~$100,000~~.

SECTION 5- AUTHORITY TO AMEND OR TERMINATE A CONTRACT

The Purchasing Director may amend any ~~James City County~~ Authority contract that includes provisions for modification of the contract during performance, up to $10,000. Any single or cumulative increase to a fixed price contract that would result in a new contract amount over $100,000 ~~$50,000~~ requires written approval of the ~~County Administrator~~ General Manager. Any single or cumulative increase to a fixed-price contract greater than twenty-five percent of the original contract or $50,000, whichever is greater, requires written approval of the Board of ~~Supervisors~~ Directors.

The Purchasing Director may terminate any contract for convenience, cause, or non-appropriation of funds in accordance with the contract terms and conditions after consultation with the ~~Office of the County Attorney~~ Authority's counsel.

SECTION 6- PREFERENCES AND TIE BIDS

In accordance with the Code of Virginia, James City ~~County~~ Service Authority does not grant preferences or set- asides except in the case of tie bids. If all bids are for the same total amount or unit price (including authorized discounts and delivery times) and if the public interest will not permit the delay of re-advertisement for bids, the Purchasing Director shall be authorized to award the contract in accordance with the VPPA tie bid provisions. ~~to the resident James City County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots.~~

SECTION 7- VENDOR OUTREACH

~~The~~ Purchasing ~~Office~~ is the ~~County~~'s Authority's main contact point with vendors. As such, ~~the Office~~ Authority Purchasing will pursue outreach activities that may include developing specialized publications, attending/hosting trade fairs, and encouraging vendor visits with ~~Office~~ Authority staff.

SECTION 8- ANTI-DISCRIMINATION

James City ~~County~~ Service Authority conforms, as applicable, to the provisions of the Federal Civil Rights Act of 1964, as amended; the Virginia Fair Employment Contracting Act of 1975, as amended; the Virginians with Disabilities Act; the Americans With Disabilities Act, and Sections 2.2-4310 and 2.2-4311 of the Virginia Public Procurement Act. All bidders/offerors who submit bids/proposals to the ~~County~~ Authority are required to certify they conform to these same anti-discrimination requirements.

SECTION 9- ASSISTANCE TO TARGETED BUSINESSES

The ~~County~~ Authority shall undertake every reasonable effort to increase the opportunity for participation in the procurement process by targeted businesses. To this end, ~~the~~ Authority Purchasing ~~Office~~ shall:

1. Make targeted businesses aware of the ~~County's~~ Authority's procurement policies. Any targeted business seeking assistance in understanding or completing any bids or proposals should seek the assistance of the Purchasing Director ~~Department~~.

2. Participate in training seminars for the purpose of informing targeted business bidders of the procurement opportunities and procedures.

3. Participate in local and regional targeted business purchasing fairs.

4. Cooperate with the ~~Department of Minority Business Enterprise~~ Virginia Department of Small Business and Supplier Diversity, the United States Small Business Administration, and other public or private agencies.

SECTION 10- DEBARMENT ENJOINMENT OR SUSPENSION

Contractors who either do not meet their obligations or have other performance or non-performance issues may be suspended or disqualified from contracting with the ~~Commonwealth~~ Authority through enjoinment or debarment.

Enjoinment is to impose bidding restrictions on a contractor when the contractor fails to fulfill its obligations. Enjoinment is used for issues that can be corrected. A contractor may be enjoined for the following reasons:

1. Failure to meet SWaM requirements
2. Delinquency
3. Unwillingness or inability to fulfill a contract
4. Failure to comply with the Contract documents, Special and General Conditions

The punishment for enjoinment will be the prohibition of bidding on ~~County~~ Authority construction contracts for a period not to exceed one year.

Debarment is the ~~County's~~ Authority's exclusion of certain individuals or firms from contracting with the ~~County~~ Authority for a specified period of time. The Purchasing Director may debar a person or company from consideration for awards or contracts for a period up to three (3) years upon a finding of cause that the vendor has engaged in any of the following activities.

1. Unsatisfactory performance on a contract with a public body, including but not limited to, failure to comply with contract terms and conditions or to meet specification/scope of services requirements.

2. Offering any gift, gratuity, favor, or advantage to any ~~County~~ Authority employee who exercises official responsibility for procurement transactions.

3. Failing to disclose a condition constituting a conflict of interest by any officer, director, owner, or partner of the vendor in a contract or purchase order awarded by the ~~County~~ Authority.

4. Conviction of any officer, director, owner, partner, or agent of the vendor of any criminal offense involving public contracting.

5. Court judgment finding a violation of Federal or State antitrust laws.

6. Conviction of any criminal offense, or a judgment in civil litigation, which indicates a lack of moral or business integrity.

7. Abandonment of performance or termination for default on any other James City Service Authority ~~County~~ project.

8. Default on any surety bond or written guaranty on which James City Service Authority ~~County~~ is an obligee.

9. The filing of a bankruptcy petition, by, against, or regarding the contractor.Any other cause that the Purchasing Director determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or prior reprimands.

The Purchasing Director may suspend a person or company from consideration for award or contracts for a period up to three months upon a finding of probable cause that might lead to debarment.

In debarring or suspending any individual or firm from contracting with the ~~County~~ Authority, the Purchasing Director shall follow all applicable procedures outlined herein and in the James City Service Authority ~~County~~ Purchasing Manual.

SECTION 11- EXCESS AND SURPLUS PROPERTY

The Purchasing Director shall be responsible for:

1. Redistribution of serviceable excess personal property.

2. Disposal of surplus ~~County~~ Authority personal property through sealed bid, online or physical auction, trade- in, or fixed price sales. Some personal property may also be disposed of by junking, sale as scrap metal, or cannibalization.

~~3. Disposal of unclaimed property in the custody of the Police Department in accordance with the Code of Virginia Sections 15.2-1719, 15.2-1720 and 15.2-1721.~~

Surplus ~~County~~ Authority property may be donated to charitable and other non-~~County~~ Authority activities where appropriate. The Purchasing Director shall evaluate the request for donation and first determine whether the requested item is needed by any ~~County agency~~Authority section. Other factors to be considered in the evaluation are availability of the requested item, serviceability, compatibility to the intended use and potential benefits to the ~~County~~Authority, including public relations and goodwill.

No Authority employee, whether permanent of temporary shall convert to personal use any surplus property, with or without salvage value. No Authority employee, nor any member of their immediate family, may purchase Authority surplus property. Surplus property may not be purchased by an Authority employee through a third party.

SECTION 12- PUBLIC PURCHASING ETHICS

All ~~James City County~~ Authority procurement is subject to and will be conducted in accordance with the Virginia Public Procurement Act, the State and Local Conflict of Interests Act, and the Governmental Frauds Act.

James City Service Authority

Procedures Regarding Requests Made Pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002

July 1, 2026

Table of Contents

I. INTRODUCTION

The Public-Private Education Facilities and Infrastructure Act of 2002, Va. Code Ann. §§ 56-575.1 to -575.18 (the "PPEA"), grants a public entity the authority to create public-private partnerships for the development of a wide range of projects for public use ("qualifying projects") if the public entity determines that there is a need for a project and that private involvement may provide the project to the public in a timely or cost-effective fashion. The definition of "public entity" in § 56-575.1 of the PPEA includes, *inter alia,* any political subdivision of the Commonwealth. The PPEA defines "responsible public entity" (RPE) to include any public entity that "has the power to acquire, design, construct, improve, renovate, expand, equip, maintain, or operate the applicable qualifying project." Individually negotiated interim or comprehensive agreements between a private entity and an RPE will define the respective rights and obligations of the RPE and the private operator.

Section 56-575.16 of the PPEA provides that a public entity having the power to develop or operate a qualifying project (a "responsible public entity") may not consider any proposal by a private entity for approval of the qualifying project pursuant to the PPEA until the responsible public entity has adopted and made publicly available procedures that are sufficient to enable the responsible public entity to comply with the PPEA. Accordingly, these procedures (the "Procedures") are hereby adopted by the Board of Directors (the "Board") as the governing body of James City Service Authority (the "Authority"). The Board must adopt any amendments to these Procedures. The Authority Purchasing Director shall serve as the point of contact to receive proposals submitted under the PPEA and to respond to inquiries regarding the PPEA or these Procedures.

II. GENERAL PROVISIONS

A. Proposals

1. Pursuant to Section 56-575.4 of the PPEA, a proposal may be either solicited by the Authority (a "Solicited Bid/Proposal") or delivered by a private entity on an unsolicited basis (an "Unsolicited Proposal"). In either case, any such proposal shall be clearly identified as a "PPEA Proposal." Proposers may be required to follow a two-part proposal submission process consisting of a conceptual phase and a detailed phase, as described herein.

2. The requirements for any particular Solicited Bid/Proposal shall be as specified in the solicitation by the Authority for that particular proposal and shall be consistent with all applicable provisions of the PPEA.

3. All Unsolicited Proposals shall be submitted to the Authority by delivering six complete copies, together with the required initial review fee as provided below in § II C., to the Purchasing Director, James City Service Authority Purchasing Office. Other requirements for an Unsolicited Proposal are as set forth below in § IV. A working group may be designated by the General Manager to review and evaluate Unsolicited Proposals.

4. The Authority may require that any proposal be clarified. Such clarification may include, but is not limited to, submission of additional documentation, responses to specific questions, and interviews with potential project participants.

5. Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the qualifying project and the benefits to be derived from the project by the RPE. Project benefits to be considered are those occurring during the construction, renovation, expansion or improvement phase and during the life cycle of the project. Proposals also should include a scope of work and a financial plan for the project, containing enough detail to allow an analysis by the RPE of the financial feasibility of the project. The cost analysis of a proposal should not be linked solely to the financing plan, as the RPE may determine to finance the project through other available means.

B. Affected Local Jurisdictions

1. The term "affected local jurisdiction" includes any county, city or town in which all or a portion of a qualifying project is located.

2. Any private entity submitting a Solicited Bid/Proposal or an Unsolicited Proposal to the Authority as the responsible public entity for a qualifying project must provide any other affected local jurisdiction with a copy of the proposal by certified mail, express delivery, or hand delivery within five (5) business days of submission of the proposal to the Authority. The private entity is responsible for documenting delivery of the request for proposals. Any such other affected local jurisdiction shall have 60 days from the date it receives its copy of the proposal to submit written comments to the Authority and to indicate whether the proposed qualifying project is compatible with the affected local jurisdiction's local comprehensive plan, local infrastructure development plans, capital improvements budget, or other government spending plan. The Authority will consider comments received within the 60-day period prior to entering into a comprehensive agreement pursuant to the PPEA regarding the proposal. However, the Authority may begin or continue its evaluation of any such proposal during the 60-day period for the receipt of comments from affected local jurisdictions.

C. Proposal Review Fee

1. A review fee will be charged to a private entity submitting an Unsolicited Proposal to the Authority to cover the Authority's costs of processing, reviewing, and evaluating the proposal, including the cost to compare it to any competing proposals. Such costs include but are not limited to Authority staff time, the cost of any materials or supplies expended, and the cost of any outside advisors or consultants, including but not limited to attorneys, consultants and/or financial advisors, used by the Authority in its sole discretion to assist in processing, reviewing, or evaluating the proposal. Such fees generally shall be in the amount necessary to completely cover all of the Authority's costs.

2. Such fees shall be imposed based on the reasonably anticipated costs to the Authority in accordance with the following schedule:

a. Initial fee. Payment of an initial fee must accompany the submission of the Unsolicited Proposal to the Authority in order for the Authority to proceed with its review. The initial fee shall be one percent (1%) of the reasonably anticipated total cost of the proposed qualifying project, but shall be no less than $1,000 nor more than $20,000, regardless of the anticipated total cost.

b. Additional fees. Additional fees shall be imposed on and paid by the private entity throughout the processing, review, and evaluation of the Unsolicited Proposal if and as the Authority reasonably anticipates incurring costs in excess of the initial fee paid by the private entity. The Authority will notify the private entity of the amount of such additional fees when it anticipates incurring such costs. Prompt payment of such additional fees is required before the Authority will continue to process, review, and evaluate the proposal.

c. Reimbursement of excess fees paid. In the event the total fees paid by the private entity exceed the Authority's total costs incurred in processing, reviewing, and evaluating the proposal, the Authority shall reimburse the difference. Otherwise, the Authority shall retain all fees paid.

D. Virginia Freedom of Information Act

1. General applicability of disclosure provisions

Proposal documents submitted by private entities are generally subject to the Virginia Freedom of Information Act ("FOIA") except that subdivision 11 of §2.2-3705.6 exempts certain documents from public disclosure. FOIA exemptions, however, are discretionary, and the RPE may elect to release some or all of documents except to the extent the documents are:

a. Trade secrets of the private entity as defined in the Uniform Trade Secrets Act (§59.1-336 et seq.);

b. Financial records of the private entity that are not generally available to the public through regulatory disclosure or otherwise, including but not limited to, balance sheets and financial statements; or

c. Other information submitted by a private entity, where if the record or document were made public prior to the execution of an interim or comprehensive agreement the financial interest or bargaining position of the public or private entity would be adversely affected.

Additionally, to the extent access to proposal documents submitted by private entities are compelled or protected from disclosure by a court order, the RPE must comply with the provisions of such order.

2. **Protection from mandatory disclosure for certain documents submitted by a private entity.**

a. Any confidential and proprietary information provided to a responsible public entity by a private entity pursuant to the PPEA shall be subject to disclosure under the Virginia Freedom of Information Act ("FOIA") except as provided by § 56-575.4(G) of the PPEA.

b. Before a document of a private entity may be withheld from disclosure, the private entity must make a written request to the RPE at the time the documents are submitted designating with specificity the documents for which the protection is being sought and a clear statement of the reasons for invoking the protection with reference to one or more of the three class of records listed in Section D. 1.a. A private entity may request and receive a determination from the Authority as to the anticipated scope of protection prior to submitting the proposal. The Authority is authorized and obligated to protect only confidential proprietary information, and thus will not protect any portion of a proposal from disclosure if the entire proposal has been designated confidential by the private entity without reasonably differentiating between the proprietary and non-proprietary information contained therein.

c. Upon receipt of a written request from a private entity that designated portions of a proposal be protected from disclosure, the Authority will determine whether the documents contain (i) trade secrets, (ii) financial records, or (iii) other information that would adversely affect the financial interest or bargaining position of the RPE or private entity in accordance with Section D.1.a. The RPE shall make a written determination of the nature and scope of the protection to be afforded by the RPE under this subdivision. If the determination regarding protection or the scope thereof differs from the private entity's request, then the Authority will accord the private entity a reasonably opportunity to clarify and justify its request. Upon a final determination by the Authority to accord less protection than requested by the private entity, the private entity will be given an opportunity to withdraw its proposal. Nothing shall prohibit further negotiations of the documents to be afforded protection from release although what may be protected must be limited to the categories of records identified in Section D. 1.a. Once a written determination has been made by the RPE, the protected documents shall continue to be protected from disclosure when in the possession of the RPE or any affected local jurisdiction.

Cost estimates relating to a proposed procurement transaction prepared by or for a responsible public entity shall not be open to public inspection.

3. **Protection from mandatory disclosure for certain documents produced by the responsible public entity.**

Memoranda, staff evaluations, or other records prepared by or for the Authority, its staff, outside advisors or consultants, exclusively for the evaluation and negotiation of proposals may be withheld from disclosure if the disclosure of such records required by the PPEA would adversely affect the financial interest or bargaining position of the responsible public entity or private entity, and the basis for the determination of adverse effect is documented in writing by the responsible public entity.

4. If a private entity fails to designate confidential or proprietary information, records or documents from disclosure, such information, records or documents shall be subject to disclosure under FOIA.

5. The Authority may not withhold from public access:

a. Procurement records other than those subject to the written determination of the public entity;

b. Information concerning the terms and conditions of any interim or comprehensive agreement, service contract, lease, partnership, or any agreement of an kind executed by the Authority and the private entity;

c. Information concerning the terms and conditions of any financing arrangement that involves the use of any public funds; or

d. Information concerning the performance of any private entity developing or operating a qualifying project.

However, to the extent that access to any procurement record or other document or information is compelled or protected by a court order, then the Authority must comply with such order.

E. Use of Public Funds

Virginia constitutional and statutory requirements as they apply to appropriation and expenditure of public funds apply to any interim or comprehensive agreement entered into under the PPEA. Accordingly, the processes and procedural requirements associated with the expenditure or obligation of public funds shall be incorporated into planning for any PPEA project or projects and shall be in compliance with the Authority's fiscal policies.

F. Applicability of Other Laws

Nothing in the PPEA shall affect the duty of the Authority to comply with all other applicable law not in conflict with the PPEA. The applicability of the Virginia Public Procurement Act (the "VPPA") is as set forth in the PPEA. Likewise, in submitting proposals and in developing, executing or operating facilities under the PPEA, private entities shall comply with all applicable federal, state and local laws.

III. SOLICITED BIDS/PROPOSALS

The procedures applicable to any particular Solicited Bid/Proposal shall be specified in the solicitation for that proposal and shall be consistent with the requirements of the PPEA and any other applicable law. All such solicitations shall be by issuance of a written Invitation to Bid ("IFB") or Request for Proposal ("RFP") within the meaning of "competitive sealed bidding" and "competitive negotiation" as used in the James City Service Authority Purchasing Policy.

1. Any proposal submitted pursuant to the PPEA that is not received in response to an IFB or RFP shall be an Unsolicited Proposal under these procedures, including but not limited to (a) proposals received in response to a notice of the prior receipt of another Unsolicited Proposal as required by the PPEA and provided for below in § IV(A)(3) and (b) proposals received in response to publicity by the Authority concerning particular needs when the Authority has not issued a corresponding IFB or RFP, even if the Authority otherwise has encouraged the submission of proposals pursuant to the PPEA that address those needs.

IV. UNSOLICITED PROPOSALS

The process for evaluating Unsolicited Proposals, described in detail below, consists of four steps: 1) upon receipt of an Unsolicited Proposal, the Authority will determine whether to accept it for consideration at the conceptual phase; if so, the Authority will give public notice of the Unsolicited Proposal; 3) the Authority will proceed with a review at the conceptual stage of the original Unsolicited Proposal and/or any proposal received in response to the public notice and accepted for consideration at the conceptual stage; and 4) the Authority will conduct an in-depth review at the detailed stage of the original Unsolicited Proposal and/or any proposal received in response to the public notice and accepted for consideration at the detailed stage. The Authority may discontinue its evaluation of any proposal at any time. Furthermore, if the Authority determines that it is in the Authority's interest to do so with respect to any Unsolicited Proposal, the Authority may eliminate review at the conceptual stage and proceed directly to a review at the detailed stage.

The Authority shall engage the services of qualified professionals, which may include an architect, professional engineer, or certified public accountant, not otherwise employed by the RPE, to provide independent analysis regarding the specifics, advantages, disadvantages, and the long- and short-term costs of any request by a private entity for approval of a qualifying project unless the Authority determines that such analysis of a request by a RPE for approval of a qualifying project shall be performed by an employee of the Authority.

A. Decision to Accept and Consider Unsolicited Proposal; Notice

1. The Authority reserves the right to reject any and all proposals at any time. If the RPE rejects a proposal initiated by a private entity that purports to develop specific cost savings, the RPE shall specify the basis for rejection.

2. Upon receipt from a private entity of any Unsolicited Proposal accompanied by payment of any required fees, the Authority will determine whether to accept the Unsolicited Proposal for publication and conceptual-phase consideration, as described below. If the Authority determines not to accept the proposal at this stage it will return the proposal and the accompanying initial review fee to the private entity.

3. Upon receipt from a private entity of any Unsolicited Proposal accompanied by payment of any required fees, the Authority will determine whether to accept the Unsolicited Proposal for publication and conceptual-phase consideration, as described below. If the Authority determines not to accept the proposal at this stage it will return the proposal and the accompanying initial review fee to the private entity.

4. If the Authority chooses to accept an unsolicited proposal for conceptual-phase consideration, it shall within 10 working days after acceptance give public notice of the proposal in accordance with the PPEA and shall specify a period of time not less than 45 days during which it will receive competing Unsolicited Proposals pursuant to Section 56-575.4 (A) of the PPEA. The Authority shall also publish the same notice in one or more newspapers or periodicals of general circulation in the Authority to notify any parties that may be interested in submitting competing unsolicited proposals.

The notice shall state that the Authority (i) has received and accepted an unsolicited proposal under the PPEA, (ii) intends to evaluate the proposal, (iii) may negotiate an interim or a comprehensive agreement with the proposer based on the proposal, and (iv) will accept for simultaneous consideration any competing proposals that comply with the procedures adopted by the Authority and the PPEA. The notice also shall summarize the proposed qualifying project or projects, and identify their proposed locations. Copies of unsolicited proposals shall be available upon request, subject to the provisions of FOIA and Section 56-575.4 (G) of the PPEA. During the 45-day period for receiving competing Unsolicited Proposals, the Authority may continue to evaluate the original Unsolicited Proposal.

B. Posting Requirements

1. Conceptual proposals, whether solicited or unsolicited, shall be posted by the RPE within 10 working days after acceptance of such proposals in the following manner:

a. Posting shall be on the RPEs website and by publication, in a newspaper of general circulation in the area in which the contract is to be performed, of a summary of the proposals and the location where copies of the proposals are available for public inspection. Posting may also be on the Commonwealth's electronic procurement website.

2. Nothing shall be construed to prohibit the posting of the conceptual proposals by additional means deemed appropriate by the RPE so as to provide maximum notice to the public of the opportunity to inspect the proposals.

3. In addition to the posting requirements, at least one copy of the proposals shall be made available for public inspection. Trade secrets, financial records, or other records of the private entity excluded from disclosure under the provisions of subdivision 11 of § 2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by the RPE and the private entity. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

C. Contents of Initial Submission

1. An Unsolicited Proposal must contain information on the private entity's qualifications and experience, project characteristics, project financing, anticipated public reaction, and project benefit and compatibility. The information should be adequate to enable the Authority to evaluate the practicality and sufficiency of the proposal. The private entity may request that the Authority consider a two-step proposal process, consisting of an initial conceptual submission to be followed by a more detailed submission.

2. Unsolicited Proposals should provide a concise description of the private entity's capability to complete the proposed qualifying project and the benefits to be derived from the project by the Authority. Project benefits to be considered may occur during the construction, renovation, expansion or improvement phase and during the life cycle of the project. Proposals also should include a comprehensive scope of work and a financial plan for the project, containing enough detail to allow an analysis by the Authority of the financial feasibility of the proposed project, including but not limited to (a) the identity of any parties expected to provide financing for the project and (b) a statement indicating whether the private entity intends to request the Authority to provide resources for financing the project and the nature and extent of any such resources.

3. The Authority may require additional submissions to clarify information previously provided or to address other areas of concern to the Authority.

D. Initial Review at the Conceptual Stage

1. Only proposals complying with the requirements of the PPEA and these Procedures that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format, as described below, will be considered by the Authority for further review at the conceptual stage.

2. The Authority will determine at this initial stage of review whether it will proceed using procurement through competitive sealed bidding as defined in the VPPA or procedures developed by the Authority that are consistent with procurement of other than professional services through competitive negotiation as defined in the VPPA.

3. After reviewing an Unsolicited Proposal and any competing Unsolicited Proposals submitted during the notice period, the Authority may determine (a) not to proceed further with any proposal, (b) to proceed to the detailed phase of review with the original proposal, (c) to proceed to the detailed phase with a competing proposal, (d) to proceed to the detailed phase with multiple proposals or (e) to request modifications or amendments to any proposals. Discussions between the RPE and private entities about the need for infrastructure improvements shall not limit the ability of a RPE to later determine to use standard procurement procedures to meet its infrastructure needs. The Authority at all times retains the right to reject any proposal at any time for any reason whatsoever.

E. Format for Submissions at the Conceptual Stage

Unsolicited Proposals at the conceptual stage shall contain the following information in the following format, plus such additional information as the Authority may request:

1. Qualification and Experience

a. Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor in the structure fits into the overall team. All members of the offeror's team, including subcontractors known to the proposer must be identified at the time a proposal is submitted for the conceptual stage. Identified team members including major subcontractors may not be substituted or replaced once a project is approved and an interim or comprehensive agreement executed without the written approval of the Authority.

b. Describe the experience of the firm or consortium of firms making the proposal and the key principals involved in the proposed project including experience with projects of comparable size and complexity, including prior experience bringing similar projects to completion on budget and in compliance with design, land use, service and other standards. Describe the length of time in business, business experience, public sector experience and other engagements of the firm or consortium of firms. Describe the past safety performance record and current safety capabilities of the firm. Describe the past technical performance history on recent projects of comparable size and complexity, including disclosure of any legal claims of the firm. Include the identity of any firms that will provide design, construction and completion guarantees and warranties and a description of such guarantees and warranties. Provide resumes of the key individuals who will be involved in the project.

c. For each firm or major contractor that will be utilized in the project, provide a statement listing all of the firm's prior projects and clients for the past 3 years with contact information for such clients (names/addresses/ telephone numbers). If a firm has worked on more than ten projects during this period, it may limits prior project list to ten, but shall first include all projects similar in scope and size to the proposed project, and second, it shall include as many of its most recent projects as possible. Each firm or major subcontractor shall be required to submit all performance evaluation reports or other documents in its possession evaluating the firm's performance during the preceding three years in terms of cost, quality, schedule, safety and other matters relevant to the successful project development, operation, and completion.

d. Provide the names, addresses, emails and telephone numbers of persons within the firm or consortium of firms who may be contacted for further information.

e. Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent or greater.

f. Identify any persons known to the private entity who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to The Virginia State and Local Government Conflict of Interest Act, Chapter 31 (§ 2.2-3100 et seq.) of Title 2.2.

g. For each firm or major subcontractor that will perform construction and/or design activities, provide a sworn certification by an authorized representative of the firm attesting to the fact that the firm is not currently debarred or suspended by any federal, state or local government entity.

h. Describe worker safety training programs, job-site safety programs, accident prevention programs, written safety and health plans, including incident investigation and reporting procedures.

i. Identify the proposed plan for complying with the intent of Va. Code §22.1-296.1C if the contractor or its employees or subcontractors, will have direct contact with students. This section of the Code requires that all contractor employees who will have direct contact with students, must certify that (i) they have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether they have been convicted of a crime of moral turpitude.

2. Project Characteristics

a. Provide a description of the project, including the conceptual design. Describe the proposed project in sufficient detail so that type and intent of the project, the location, and all the communities that may be affected are clearly identified.

b. Identify and fully describe any work to be performed by the Authority or any other public entity.

c. Include a list of all federal, state and local permits and approvals required for the project and a schedule for obtaining such permits and approvals.

d. Identify any anticipated adverse social, economic and environmental impacts of the project measured against the James City County comprehensive land use plan, the Authority's Strategic Plan, and applicable ordinances and design standards. Specify the strategies or actions to mitigate known impacts of the project. Indicate if environmental and archaeological assessments have been completed. Such social and economic impacts should include but are not limited to community benefits, including the economic impact the project will have on the local community in terms of the amount of additional tax revenue to be generated for the County, the number of jobs generated for County residents and level of pay and fringe benefits of such jobs, the training opportunities for apprenticeships and other training programs for County residents generated by the project, and the number and value of subcontracts generated for County subcontractors.

e. Identify the projected positive social, economic and environmental impacts of the project measured against the County's comprehensive land use plan and applicable ordinances and design standards.

f. Identify the projected positive social, economic and environmental impacts of the project measured against the County's comprehensive land use plan and applicable ordinances and design standards.

g. Identify the proposed schedule for the work on the project, including sufficient time for the Authority's review and the estimated time for completion.

h. Propose allocation of risk and liability for work completed beyond the agreement's completion date, and assurances for timely completion of the project.

i. State assumptions related to ownership, legal liability, law enforcement and operation of the project and the existence of any restrictions on the Authority's use of the project.

j. Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.

k. Describe any architectural, building, engineering, or other applicable standards that the proposed project will meet.

l. List any other assumptions relied on for the project to be successful.

m. List any contingencies that must occur for the project to be successful.

3. Project Financing

a. Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.

b. Submit a plan for the development, financing and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for all such funds, including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs based upon the Authority's operational standards.

c. Include a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all fees associated with financing given the recommended financing approach. In addition, complete disclosure of interest rate assumptions should be included. Any ongoing operational fees, if applicable, should also be disclosed as well as any assumptions with regard to increases in such fees.

d. Identify all anticipated risk factors and methods for dealing with these factors. Describe methods and remedies associated with any financial default.

e. Identify any local, state or federal resources that the private entity contemplates requesting for the project along with an anticipated schedule of resource requirements. Describe the total commitment, if any, expected from governmental sources (identify each such source) and the timing of any anticipated commitment, both one-time and on-going. Such disclosure should include any direct or indirect guarantees or pledges of the Authority's credit or revenue.

f. Identify any third parties that the private entity contemplates will provide financing for the project and describe the nature and timing of each such commitment.

g. Identify the amounts and the terms and conditions for any revenue sources.

h. Identify any aspect of the project that could disqualify the project from obtaining tax exempt financing.

4. Project Benefit and Compatibility

a. Describe the anticipated benefits to the community, region or state, including anticipated benefits to the economic, social, environmental, transportation, etc., condition of the County and the specific benefits to the Authority. Identify who will benefit from the project and how they will benefit. Such social and economic impacts should include but are not limited to community benefits, including the economic impact the project will have on the local community in terms of the amount of additional tax revenue to be generated for the County, the number of jobs generated for County residents and level of pay and fringe benefits of such jobs, the training opportunities for apprenticeships and other training programs for County residents generated by the project, and the number and value of subcontracts generated for County subcontractors.

b. Identify any anticipated public support or opposition, as well as any anticipated government support or opposition (including that in any affected jurisdiction), for the project.

c. Explain the strategy and plans, including the anticipated timeline, that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.

d. Explain whether and, if so, how the project is critical to attracting or maintaining competitive industries and businesses to the County or the surrounding region. Describe the compatibility of the project with local, regional and state economic development efforts.

e. Explain whether and, if so, how the project is compatible with the County's comprehensive plan (including related environmental, land use and facility standards ordinances, where applicable), the Authority's infrastructure development plans, the Authority's capital improvements budget, the Authority's design standards, or other government spending plan.

F. Format for Submissions at the Detailed Stage

If the Authority decides to proceed to the detailed phase of review with one or more Unsolicited Proposals, then the following information must be provided by the private entity unless waived by the Authority:

1. A topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed project.

2. A conceptual site plan indicated proposed location and configuration of the project on the proposed site;

3. Conceptual (single line) plans and elevations depicting the general scope, appearance and configuration of the project.

4. A detailed description of the proposed participation, use and financial involvement of the Authority in the project. Include the proposed terms and conditions for the project.

5. A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the private entity to accommodate such crossings.

6. A statement and strategy setting out the plans for securing all necessary property and/or easements. The statement must include the names and addresses, if known, of the current owners of the subject property as well as a list of any property the private entity intends to request the County or affected jurisdiction to condemn.

7. A detailed listing of all firms, along with their relevant experience and abilities, that will provide specific design, construction and completion guarantees and warranties, and a brief description of such guarantees and warranties along with a record of any prior defaults for performance.

8. A total life-cycle cost, including maintenance, specifying methodology and assumptions of the project or projects including major building systems (i.e., electrical, mechanical, etc.) and the proposed project start date. Include anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility and estimated annual operating expenses using Authority service levels and standards.

9. A detailed discussion of assumptions about user fees or rates, lease payments and other service payments, and the methodology and circumstances for changes and usage of the project over its estimated useful life.

10. Identification of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolution of official bodies, minutes of meetings, letters, or other official communications.

11. Demonstration of consistency with appropriate County and/or affected jurisdiction comprehensive plans (including related environmental, land use and facility standards ordinances, where applicable), the Authority's Strategic Plan, Authority infrastructure development plans, transportation plans, Authority capital improvement plan and capital budget, Authority design standards, or indication of the steps required for acceptance into such plans.

12. Explanation of how the proposed project would impact local development plans of ~~the~~ James City County, the Authority and each affected local jurisdiction.

Description of an ongoing performance evaluation system or database to track key performance criteria, including but not limited to schedule, cash management, quality, worker safety, change orders, and legal compliance.

13. Identification of any known conflicts of interest or other limitations that may impact the Authority's consideration of the proposal, including the identification of any persons known to the private entity who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to The Virginia State and Local Government Conflict of Interest Act, Chapter 31 (§ 2.2-3100 et seq.) of Title 2.2.

14. Detailed analysis of the financial feasibility of the proposed project, including its impact on similar facilities operated or planned by the Authority. Include a detailed description of any financing plan proposed for the project, a comparison of that plan with financing alternatives that may be available to the Authority, and all underlying data supporting any conclusions reached in the analysis or the selection by the private entity of the financing plan proposed for the project.

15. Additional material and information as the Authority may request.

V. PROPOSAL EVALUATION AND SELECTION CRITERIA

Some or all of the following matters, along with the information required under §§ IV. D and IV. E above, may be considered in the evaluation and selection of PPEA proposals. The Authority retains the right at all times to reject any proposal at any time for any reason whatsoever.

A. Qualifications and Experience

Factors to be considered in either phase of the Authority's review to determine whether the private entity possesses the requisite qualifications and experience may include but are not necessarily limited to:

1. Experience, training and preparation with similar projects;

2. Demonstration of ability to perform work;

3. Demonstrated record of successful past performance, including timeliness of project delivery, compliance with plans and specifications, quality of workmanship, cost control and project safety;

4. Demonstrated conformance with applicable laws, codes, standards, regulations, and agreements on past projects;

5. Leadership structure;

6. Project manager's experience;

7. Management approach;

8. Project staffing plans, the skill levels of the proposed workforce, apprenticeship and other training programs offered for the project, and the proposed safety plans for the project;

9. Financial condition; and

10. Project ownership.

B. Project Characteristics

Factors to be considered in determining the project characteristics may include but are not necessarily limited to:

1. Project definition;

2. Proposed project schedule;

3. Operation of the project;

4. Technology; technical feasibility;

5. Conformity to laws, regulations, guidelines and standards;

6. Environmental impacts;

7. Condemnation impacts;

8. State and local permits; and

9. Maintenance of the project.

C. Project Financing

Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project may include but are not necessarily limited to:

1. Cost and cost benefit to the Authority;

2. Financing and the impact on the debt or debt burden of the Authority;

3. Financial plan including default implications, overall feasibility and reliability of the plan; operator's past performance with similar plans and similar projects; degree to which the operator has conducted due diligence investigation of proposed financial plan and results of any such inquiries or studies;

4. Estimated cost including debt source, operating costs, etc.; and

5. Life-cycle cost analysis. and

6. The identity, credit history, and past performance of any third party that will provide financing for the project and the nature and timing of their commitment;

7. Such other items as the Authority deems appropriate.

D. Project Benefit and Compatibility

Factors to be considered in determining the proposed project's compatibility with the appropriate local or regional comprehensive or development plans may include but are not necessarily limited to:

1. Community benefits; such social and economic impacts should include but are not limited to community benefits, including the economic impact the project will have on the local community in terms of the amount of additional tax revenue to be generated for the County, the number of jobs generated for County residents and level of pay and fringe benefits of such jobs, the training opportunities for apprenticeships and other training programs for County residents generated by the project, and the number and value of subcontracts generated for County subcontractors.

2. Community support or opposition, or both;

3. Public involvement strategy;

4. Compatibility with existing and planned facilities;

5. Compatibility with local, regional, and state economic development efforts; and

6. Compatibility with the County's and affected jurisdictions' land use and transportation plans.

E. Other Factors

Other factors that may be considered in the evaluation and selection of PPEA proposals include:

1. The proposed cost of the qualify project;

2. The general reputation, industry experience, and financial capacity of the private entity;

3. The proposed design of the qualifying project;

4. The eligibility of the project for accelerated documentation, review, and selection;

5. Local citizen and government comments;

6. Benefits to the public; including whether the project will lead to productivity or efficiency improvements in the Authority's processes or delivery of services to the public;

7. The private entity's minority business plan or good faith effort to comply with the goals of such plan;

8. The private entity's plan to employ local contractors and residents; and

9. Other criteria that the Authority deems appropriate.

F. Timelines

Guidelines for determining applicable timelines are as follows:

1. For solicited proposals, the timeline for selecting proposals and negotiating an agreement will be consistent with the terms and conditions set forth in the Request for Proposals.

2. For unsolicited proposals, an estimated timeline will be developed and distributed within 60 days of receipt of the proposal. The timeline will be subject to revision(s), as required.

3. Accelerated selection, review, and documentation timelines shall be permitted for proposals involving a qualifying facility that the Authority deems a priority.

VI. INTERIM AND COMPREHENSIVE AGREEMENT

The Authority shall not accept liability for any part or phase of a project prior to entering into a properly executed interim or comprehensive agreement. The Board of Supervisors shall approve any interim or comprehensive agreement executed pursuant to the PPEA. Any changes in the terms of an executed interim or comprehensive agreement shall be in the form of a written amendment.

A. Interim Agreement Terms

Interim agreements may be used when it is necessary or advisable to segment a project to produce distinct and clear deliverables necessary to keep the project moving towards development of a comprehensive agreement. An interim agreement may not be used to have the Authority assume risks that should be assumed by the proposer or to pay costs attributable to the private entity's efforts in making the proposal. Interim agreements require the same level of approval as Comprehensive Agreements.

Development of an interim agreement is in the sole discretion of the Authority and in no way limits the rights reserved by the Authority to terminate the evaluation of any or all proposals at any time.

Prior to or in connection with the negotiation of the comprehensive agreement, the responsible public entity may enter into an interim agreement with the private entity proposing the development or operation of the qualifying project. Such interim agreement may:

1. Permit the private entity to commence activities for which it may be compensated relating to the proposed qualifying project, including, but not limited to, project planning and development, design and engineering, environmental analysis and mitigation, survey, and ascertaining the availability of financing for the proposed facility or facilities;

2. Establish the process and timing of the negotiation of the comprehensive agreement; and

3. Contain any other provisions related to any aspect of the development or operation of a qualifying project that the parties may deem appropriate.

B. Comprehensive Agreement Terms

Prior to developing or operating any qualifying project, a selected private entity shall enter into a comprehensive agreement with the Authority as provided by the PPEA. Each comprehensive agreement shall define the rights and obligations of the Authority and the selected proposer with regard to the project. Any such comprehensive agreement must be approved by the Authority's Board of Directors before it is entered into on behalf of the Authority.

As provided by the PPEA, the terms of the comprehensive agreement shall include but not be limited to:

1. Delivery of maintenance, performance and payment bonds or letters of credit in connection with any acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project, in the forms and amounts satisfactory to the Authority;

2. Review and approval of plans and specifications for the qualifying project by the Authority;

3. The right of the Authority to inspect the qualifying project to ensure compliance with the comprehensive agreement and any development plans and specifications;

4. Maintenance of a policy or policies of liability insurance or self-insurance in form and amount satisfactory to the Authority and reasonably sufficient to insure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project;

5. Monitoring of the practices of the operator by the Authority to ensure proper maintenance;

6. Reimbursement to be paid to the Authority for services provided by the Authority;

7. Filing by the operator of appropriate financial statements on a period basis;

8. Policies and procedures governing the rights and responsibilities of the Authority and the operator in the event that the comprehensive agreement is terminated or there is a material default by the operator, including the conditions governing assumption of the duties and responsibilities of the operator by the Authority and the transfer or purchase of property or other interests of the operator by the Authority;

9. Providing for such user fees, lease payments, or service payments, if any, as may be established from time to time by agreement of the parties, which shall be the same for persons using the facilities under like conditions and shall not materially discourage use of the qualifying project. Classifications according to reasonable categories for assessment of user fees may be made.

10. Requiring a copy of any service contract to be filed with the Authority and providing that a schedule of the current user fees or lease payments shall be made available by the operator to any member of the public upon request.

11. The terms and conditions under which the responsible public entity may contribute financial resources, if any, for the qualifying project;

12. The terms and conditions under which existing site conditions will be assessed and addressed, including identification of the responsible party for conducting the assessment and taking necessary remedial action;

13. The terms and conditions under which the RPE will be required to pay money to the private entity and the amount of any such payments for the project;

14. Any other provisions required by applicable law or provisions that the Authority determines serve the public purpose of the PPEA.

Any changes in the terms of the comprehensive agreement as may be agreed upon by the parties from time to time shall be added to the comprehensive agreement only by written amendment.

Parties submitting proposals understand that representations, information and data supplied in support of or in connection with proposals play a critical role in the competitive evaluation process and in the ultimate selection of a proposal by the Authority. Accordingly, as part of the comprehensive agreement, the prospective operator and its team members shall certify that all material representations, information and data provided in support of, or in connection with, a proposal is true and correct. Such certifications shall be made by authorized individuals who have knowledge of the information provided in the proposal. In the event that material changes occur with respect to any representations, information or data provided for a proposal, the prospective operator shall immediately notify the Authority of same.

Any violation of this section of the comprehensive agreement shall give the Authority the right to terminate the agreement, withhold payment or other consideration due, and seek any other remedy available under the law.

C. Notice and Posting Requirements

1. At some point during the proposal review process, but at least 30 days prior to entering into an interim or comprehensive agreement, the RPE shall hold a public hearing on the proposals that have been received.

2. Once the negotiation phase for the development of an interim or a comprehensive agreement is complete and a decision to award has been made by the RPE, the RPE shall post the proposed agreement in the following manner:

a. Posting shall be on the RPEs' website or by publication, in a newspaper of general circulation in the area in which the contract work is to be performed, of a summary of the proposals and the location where copies of the proposals are available for public inspection. Posting may also be on the Commonwealth's electronic procurement website.

b. At least one copy of the proposals shall be made available for public inspection. Trade secrets, financial records, or other records of the private entity excluded from disclosure under the provisions of subdivision 11 of § 2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by the RPE and the private entity.

c. Any studies and analyses considered by the RPE in its review of a proposal shall be disclosed to the appropriating body at some point prior to the execution of an interim or comprehensive agreement.

3. Once an interim agreement or a comprehensive agreement has been entered into, the RPE shall make procurement records available for public inspection, upon request.

a. Such procurement records shall include documents protected from disclosure during the negotiation phase on the basis that the release of such documents would have adverse effect on the financial interest or bargaining position of the RPE or private entity.

b. Such procurement records shall not include (i) trade secrets of the private entity as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.) or (ii) financial records, including balance sheets or financial statements of the private entity that are not generally available to the public through regulatory disclosure or otherwise.

To the extent access to procurement records are compelled or protected by a court order, then the RPE must comply with such order.

4. The RPE shall electronically file a copy of all interim and comprehensive agreement and any supporting documents with the Auditor of Public Accounts. Such agreements and supporting documents should be provided within 30 days of the execution of the interim or comprehensive agreement.

VII. GOVERNING PROVISIONS

In the event of any conflict between these guidelines and procedures and the PPEA, the terms of the PPEA shall control.

PPEA Unsolicited Proposal Notice Overview (Incorporating SB 76 & SB 5011)

RPE receives unsolicited proposal (*private entity includes in submission its request for protection of earmarked documents)*

RPE reviews proposal and request for protection from disclosure

Proposal rejected

RPE determines nature and scope of protection for earmarked documents

If nature and scope of protection is less than requested, private entity given opportunity to withdraw proposal

Proposal withdrawn

RPE accepts proposal for publication

RPE posts notice in one or more newspapers of general circulations, web and EVa. for at least 45 days

RPE receives additional proposals and proceeds with review for acceptance to review them

Records prepared by or for an **RPE** may be withheld by **RPE** if: disclosure would adversely affect financial interest or bargaining position of **RPE** or private entity

W/in 10 working days of accepting a proposal, **RPE** must post the proposal & make available for public inspection

30 days prior to entering in to an interim or comprehensive agreement, opportunity for public comment must be provided

Upon completion of the negotiation phase and decision to award has been made, **RPE** to post the proposed agreement

After the agreement has been entered into, **RPE** shall make procurement records available for public inspection.

James City ~~County~~Service Authority

Procedures Regarding Requests Made Pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002

~~*Revised* January 7, 2019~~ July 1, 2026

Table of Contents

I. INTRODUCTION

The Public-Private Education Facilities and Infrastructure Act of 2002, Va. Code Ann. §§ 56-575.1 to -575.18(the "PPEA"), grants a public entity the authority to create public-private partnerships for the development of a wide range of projects for public use ("qualifying projects") if the public entity determines that there is a need for a project and that private involvement may provide the project to the public in a timely or cost-effective fashion. The definition of "public entity" in § 56-575.1 of the PPEA includes, *inter alia*, any political subdivision of the Commonwealth. The PPEA defines "responsible public entity" (RPE) to include any public entity that "has the power to acquire, design, construct, improve, renovate, expand, equip, maintain, or operate the applicable qualifying project." Individually negotiated interim or comprehensive agreements between a private entity and an RPE will define the respective rights and obligations of the RPE and the private operator.

Section 56-575.16 of the PPEA provides that a public entity having the power to develop or operate a qualifying project (a "responsible public entity") may not consider any proposal by a private entity for approval of the qualifying project pursuant to the PPEA until the responsible public entity has adopted and made publicly available procedures that are sufficient to enable the responsible public entity to comply with the PPEA. Accordingly, these procedures (the "Procedures") are hereby adopted by the Board of Directors ~~Supervisors~~ (the "Board") as the governing body of James City ~~County~~Service Authority (the "~~County~~Authority"). The Board must adopt any amendments to these Procedures. The ~~County~~Authority Purchasing Director shall serve as the point of contact to receive proposals submitted under the PPEA and to respond to inquiries regarding the PPEA or these Procedures.

II. GENERAL PROVISIONS

A. Proposals

1. Pursuant to Section 56-575.4 of the PPEA, a proposal may be either solicited by the ~~County~~Authority (a "Solicited Bid/Proposal") or delivered by a private entity on an unsolicited basis (an "Unsolicited Proposal"). In either case, any such proposal shall be clearly identified as a "PPEA Proposal." Proposers may be required to follow a two-part proposal submission process consisting of a conceptual phase and a detailed phase, as described herein.

2. The requirements for any particular Solicited Bid/Proposal shall be as specified in the solicitation by the ~~County~~Authority for that particular proposal and shall be consistent with all applicable provisions of the PPEA.

3. All Unsolicited Proposals shall be submitted to the ~~County~~Authority by delivering six complete copies, together with the required initial review fee as provided below in § II C., to the Purchasing Director, James City ~~County~~Service Authority Purchasing Office. Other requirements for an Unsolicited Proposal are as set forth below in § IV. A working group

may be designated by the ~~County Administrator~~ General Manager to review and evaluate Unsolicited Proposals.

4. The ~~County~~Authority may require that any proposal be clarified. Such clarification may include, but is not limited to, submission of additional documentation, responses to specific questions, and interviews with potential project participants.

5. Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the qualifying project and the benefits to be derived from the project by the RPE. Project benefits to be considered are those occurring during the construction, renovation, expansion or improvement phase and during the life cycle of the project. Proposals also should include a scope of work and a financial plan for the project, containing enough detail to allow an analysis by the RPE of the financial feasibility of the project. The cost analysis of a proposal should not be linked solely to the financing plan, as the RPE may determine to finance the project through other available means.

B. Affected Local Jurisdictions

1. The term "affected local jurisdiction" includes any county, city or town in which all or a portion of a qualifying project is located.

2. Any private entity submitting a Solicited Bid/Proposal or an Unsolicited Proposal to the ~~County~~Authority as the responsible public entity for a qualifying project must provide any other affected local jurisdiction with a copy of the proposal by certified mail, express delivery, or hand delivery within five (5) business days of submission of the proposal to the ~~County~~Authority. The private entity is responsible for documenting delivery of the request for proposals. Any such other affected local jurisdiction shall have 60 days from the date it receives its copy of the proposal to submit written comments to the ~~County~~Authority and to indicate whether the proposed qualifying project is compatible with the affected local jurisdiction's local comprehensive plan, local infrastructure development plans, capital improvements budget, or other government spending plan. The ~~County~~Authority will consider comments received within the 60-day period prior to entering into a comprehensive agreement pursuant to the PPEA regarding the proposal. However, the ~~County~~Authority may begin or continue its evaluation of any such proposal during the 60-day period for the receipt of comments from affected local jurisdictions.

C. Proposal Review Fee

1. A review fee will be charged to a private entity submitting an Unsolicited Proposal to the ~~County~~Authority to cover the ~~County~~Authority's costs of processing, reviewing, and evaluating the proposal, including the cost to compare it to any competing proposals. Such costs include but are not limited to ~~County~~Authority staff time, the cost of any materials or supplies expended, and the cost of any outside advisors or consultants, including but not limited to attorneys, consultants and/or financial advisors, used by the ~~County~~Authority in its sole

discretion to assist in processing, reviewing, or evaluating the proposal. Such fees generally shall be in the amount necessary to completely cover all of the ~~County~~Authority's costs.

2. Such fees shall be imposed based on the reasonably anticipated costs to the ~~County~~Authority in accordance with the following schedule:

a. Initial fee. Payment of an initial fee must accompany the submission of the Unsolicited Proposal to the ~~County~~Authority in order for the ~~County~~Authority to proceed with its review. The initial fee shall be one percent (1%) of the reasonably anticipated total cost of the proposed qualifying project, but shall be no less than $1,000 nor more than $20,000, regardless of the anticipated total cost.

b. Additional fees. Additional fees shall be imposed on and paid by the private entity throughout the processing, review, and evaluation of the Unsolicited Proposal if and as the ~~County~~Authority reasonably anticipates incurring costs in excess of the initial fee paid by the private entity. The ~~County~~Authority will notify the private entity of the amount of such additional fees when it anticipates incurring such costs. Prompt payment of such additional fees is required before the ~~County~~Authority will continue to process, review, and evaluate the proposal.

c. Reimbursement of excess fees paid. In the event the total fees paid by the private entity exceed the ~~County~~Authority's total costs incurred in processing, reviewing, and evaluating the proposal, the ~~County~~Authority shall reimburse the difference. Otherwise, the ~~County~~Authority shall retain all fees paid.

D. Virginia Freedom of Information Act

1. **General applicability of disclosure provisions**

Proposal documents submitted by private entities are generally subject to the Virginia Freedom of Information Act ("FOIA") except that subdivision 11 of §2.2-3705.6 exempts certain documents from public disclosure. FOIA exemptions, however, are discretionary, and the RPE may elect to release some or all of documents except to the extent the documents are:

a. Trade secrets of the private entity as defined in the Uniform Trade Secrets Act (§59.1-336 et seq.);

b. Financial records of the private entity that are not generally available to the public through regulatory disclosure or otherwise, including but not limited to, balance sheets and financial statements; or

c. Other information submitted by a private entity, where if the record or document were made public prior to the execution of an interim or comprehensive agreement the financial interest or bargaining position of the public or private entity would be adversely affected.

Additionally, to the extent access to proposal documents submitted by private entities are compelled or protected from disclosure by a court order, the RPE must comply with the provisions of such order.

2. **Protection from mandatory disclosure for certain documents submitted by a private entity.**

a. Any confidential and proprietary information provided to a responsible public entity by a private entity pursuant to the PPEA shall be subject to disclosure under the Virginia Freedom of Information Act ("FOIA") except as provided by § 56-575.4(G) of the PPEA.

b. Before a document of a private entity may be withheld from disclosure, the private entity must make a written request to the RPE at the time the documents are submitted designating with specificity the documents for which the protection is being sought and a clear statement of the reasons for invoking the protection with reference to one or more of the three class of records listed in Section D. 1.a. A private entity may request and receive a determination from the ~~County~~Authority as to the anticipated scope of protection prior to submitting the proposal. The ~~County~~Authority is authorized and obligated to protect only confidential proprietary information, and thus will not protect any portion of a proposal from disclosure if the entire proposal has been designated confidential by the private entity without reasonably differentiating between the proprietary and non-proprietary information contained therein.

c. Upon receipt of a written request from a private entity that designated portions of a proposal be protected from disclosure, the ~~County~~Authority will determine whether the documents contain (i) trade secrets, (ii) financial records, or (iii) other information that would adversely affect the financial interest or bargaining position of the RPE or private entity in accordance with Section D.1.a. The RPE shall make a written determination of the nature and scope of the protection to be afforded by the RPE under this subdivision. If the determination regarding protection or the scope thereof differs from the private entity's request, then the ~~County~~Authority will accord the private entity a reasonably opportunity to clarify and justify its request. Upon a final determination by the ~~County~~Authority to accord less protection than requested by the private entity, the private entity will be given an opportunity to withdraw its proposal. Nothing shall prohibit further negotiations of the documents to be afforded protection from release although what may be protected must be limited to the categories of records identified in Section D. 1.a. Once a written determination has been made by the RPE, the protected documents shall continue to be protected from disclosure when in the possession of the RPE or any affected local jurisdiction.

Cost estimates relating to a proposed procurement transaction prepared by or for a responsible public entity shall not be open to public inspection.

3. **Protection from mandatory disclosure for certain documents produced by the responsible public entity.**

Memoranda, staff evaluations, or other records prepared by or for the ~~County~~Authority, its staff, outside advisors or consultants, exclusively for the evaluation and negotiation of proposals may be withheld from disclosure if the disclosure of such records required by the PPEA would adversely affect the financial interest or bargaining position of the responsible public entity or private entity, and the basis for the determination of adverse affect is documented in

writing by the responsible public entity.

4. If a private entity fails to designate confidential or proprietary information, records or documents from disclosure, such information, records or documents shall be subject to disclosure under FOIA.

5. The ~~County~~Authority may not withhold from public access:

a. Procurement records other than those subject to the written determination of the public entity;

b. Information concerning the terms and conditions of any interim or comprehensive agreement, service contract, lease, partnership, or any agreement of an kind executed by the ~~County~~Authority and the private entity;

c. Information concerning the terms and conditions of any financing arrangement that involves the use of any public funds; or

d. Information concerning the performance of any private entity developing or operating a qualifying project.

However, to the extent that access to any procurement record or other document or information is compelled or protected by a court order, then the ~~County~~Authority must comply with such order.

E. Use of Public Funds

Virginia constitutional and statutory requirements as they apply to appropriation and expenditure of public funds apply to any interim or comprehensive agreement entered into under the PPEA. Accordingly, the processes and procedural requirements associated with the expenditure or obligation of public funds shall be incorporated into planning for any PPEA project or projects and shall be in compliance with the ~~County~~Authority's fiscal policies.

F. Applicability of Other Laws

Nothing in the PPEA shall affect the duty of the ~~County~~Authority to comply with all other applicable law not in conflict with the PPEA. The applicability of the Virginia Public Procurement Act (the "VPPA") is as set forth in the PPEA. Likewise, in
submitting proposals and in developing, executing or operating facilities under the PPEA, private entities shall comply with all applicable federal, state and local laws.

III. SOLICITED BIDS/PROPOSALS

1. The procedures applicable to any particular Solicited Bid/Proposal shall be specified in the solicitation for that proposal and shall be consistent with the

requirements of the PPEA and any other applicable law. All such solicitations shall be by issuance of a written Invitation to Bid ("IFB") or Request for Proposal ("RFP") within the meaning of "competitive sealed bidding" and "competitive negotiation" as used in the James City ~~County~~ Service Authority Purchasing Policy.

2. Any proposal submitted pursuant to the PPEA that is not received in response to an IFB or RFP shall be an Unsolicited Proposal under these procedures, including but not limited to (a) proposals received in response to a notice of the prior receipt of another Unsolicited Proposal as required by the PPEA and provided for below in § IV(A)(3) and (b) proposals received in response to publicity by the ~~County~~Authority concerning particular needs when the ~~County~~Authority has not issued a corresponding IFB or RFP, even if the ~~County~~Authority otherwise has encouraged the submission of proposals pursuant to the PPEA that address those needs.

IV. UNSOLICITED PROPOSALS

The process for evaluating Unsolicited Proposals, described in detail below, consists of four steps: 1) upon receipt of an Unsolicited Proposal, the ~~County~~Authority will determine whether to accept it for consideration at the conceptual phase;
2) if so, the ~~County~~Authority will give public notice of the Unsolicited Proposal; 3) the ~~County~~Authority will proceed with a review at the conceptual stage of the original Unsolicited Proposal and/or any proposal received in response to the public notice and accepted for consideration at the conceptual stage; and 4) the ~~County~~Authority will conduct an in-depth review at the detailed stage of the original Unsolicited Proposal and/or any proposal received in response to the public notice and accepted for consideration at the detailed stage. The ~~County~~Authority may discontinue its evaluation of any proposal at any time. Furthermore, if the ~~County~~Authority determines that it is in the ~~County~~Authority's interest to do so with respect to any Unsolicited Proposal, the ~~County~~Authority may eliminate review at the conceptual stage and proceed directly to a review at the detailed stage.

The ~~County~~Authority shall engage the services of qualified professionals, which may include an architect, professional engineer, or certified public accountant, not otherwise employed by the RPE, to provide independent analysis regarding the specifics, advantages, disadvantages, and the long- and short-term costs of any request by a private entity for approval of a qualifying project unless the ~~County~~Authority determines that such analysis of a request by a RPE for approval of a qualifying project shall be performed by an employee of the ~~County~~Authority.

A. Decision to Accept and Consider Unsolicited Proposal; Notice

1. The ~~County~~Authority reserves the right to reject any and all proposals at any time. If the RPE rejects a proposal initiated by a private entity that purports to develop specific cost savings, the RPE shall specify the basis for rejection.

2. Upon receipt from a private entity of any Unsolicited Proposal accompanied by payment of any required fees, the ~~County~~Authority will determine whether to accept the Unsolicited Proposal for publication and conceptual-phase consideration, as described below. If the ~~County~~Authority determines not to accept the proposal at this stage it will return the proposal and the accompanying initial review fee to the private entity.

3. If the ~~County~~Authority chooses to accept an unsolicited proposal for conceptual-phase consideration, it shall within 10 working days after acceptance give public notice of the proposal in accordance with the PPEA and shall specify a period of time not less than 45 days during which it will receive competing Unsolicited Proposals pursuant to Section 56-575.4 (A) of the PPEA. The ~~County~~Authority shall also publish the same notice in one or more newspapers or periodicals of general circulation in the ~~County~~Authority to notify any parties that may be interested in submitting competing unsolicited proposals.

The notice shall state that the ~~County~~Authority (i) has received and accepted an unsolicited proposal under the PPEA, (ii) intends to evaluate the proposal, (iii) may negotiate an interim or a comprehensive agreement with the proposer based on the proposal, and (iv) will accept for simultaneous consideration any competing proposals that comply with the procedures adopted by the ~~County~~Authority and the PPEA. The notice also shall summarize the proposed qualifying project or projects, and identify their proposed locations. Copies of unsolicited proposals shall be available upon request, subject to the provisions of FOIA and Section 56-575.4 (G) of the PPEA. During the 45-day period for receiving competing Unsolicited Proposals, the ~~County~~Authority may continue to evaluate the original Unsolicited Proposal.

B. Posting Requirements

1. Conceptual proposals, whether solicited or unsolicited, shall be posted by the RPE within 10 working days after acceptance of such proposals in the following manner:

a. Posting shall be on the RPEs website and by publication, in a newspaper of general circulation in the area in which the contract is to be performed, of a summary of the proposals and the location where copies of the proposals are available for public inspection. Posting may also be on the Commonwealth's electronic procurement website.

2. Nothing shall be construed to prohibit the posting of the conceptual proposals by additional means deemed appropriate by the RPE so as to provide maximum notice to the public of the opportunity to inspect the proposals.

3. In addition to the posting requirements, at least one copy of the proposals shall be made available for public inspection. Trade secrets, financial records, or other records of the private entity excluded from disclosure under the provisions of subdivision 11 of § 2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by the RPE and the private entity. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

C. Contents of Initial Submission

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1. An Unsolicited Proposal must contain information on the private entity's qualifications and experience, project characteristics, project financing, anticipated public reaction, and project benefit and compatibility. The information should be adequate to enable the ~~County~~Authority to evaluate the practicality and sufficiency of the proposal. The private entity may request that the ~~County~~Authority consider a two-step proposal process, consisting of an initial conceptual submission to be followed by a more detailed submission.

2. Unsolicited Proposals should provide a concise description of the private entity's capability to complete the proposed qualifying project and the benefits to be derived from the project by the ~~County~~Authority. Project benefits to be considered may occur during the construction, renovation, expansion or improvement phase and during the life cycle of the project. Proposals also should include a comprehensive scope of work and a financial plan for the project, containing enough detail to allow an analysis by the ~~County~~Authority of the financial feasibility of the proposed project, including but not limited to (a) the identity of any parties expected to provide financing for the project and (b) a statement indicating whether the private entity intends to request the ~~County~~Authority to provide resources for financing the project and the nature and extent of any such resources.

3. The ~~County~~Authority may require additional submissions to clarify information previously provided or to address other areas of concern to the ~~County~~Authority.

D. Initial Review at the Conceptual Stage

1. Only proposals complying with the requirements of the PPEA and these Procedures that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format, as described below, will be considered by the ~~County~~Authority for further review at the conceptual stage.

2. The ~~County~~Authority will determine at this initial stage of review whether it will proceed using procurement through competitive sealed bidding as defined in the VPPA or procedures developed by the ~~County~~Authority that are consistent with procurement of other than professional services through competitive negotiation as defined in the VPPA.

3. After reviewing an Unsolicited Proposal and any competing Unsolicited Proposals submitted during the notice period, the ~~County~~Authority may determine

(a) not to proceed further with any proposal, (b) to proceed to the detailed phase of review with the original proposal, (c) to proceed to the detailed phase with a competing proposal, (d) to proceed to the detailed phase with multiple proposals or (e) to request modifications or amendments to any proposals. Discussions between the RPE and private entities about the need for infrastructure improvements shall not limit the ability of a RPE to later determine to use standard procurement procedures to meet its infrastructure needs. The ~~County~~Authority at all times retains the right to reject any proposal at any time for any reason whatsoever.

E. Format for Submissions at the Conceptual Stage

Unsolicited Proposals at the conceptual stage shall contain the following information in the following format, plus such additional information as the ~~County~~Authority may request:

1. Qualification and Experience

a. Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor in the structure fits into the overall team. All members of the offeror’s team, including subcontractors known to the proposer must be identified at the time a proposal is submitted for the conceptual stage. Identified team members including major subcontractors may not be substituted or replaced once a project is approved and an interim or comprehensive agreement executed without the written approval of the ~~County~~Authority.

b. Describe the experience of the firm or consortium of firms making the proposal and the key principals involved in the proposed project including experience with projects of comparable size and complexity, including prior experience bringing similar projects to completion on budget and in compliance with design, land use, service and other standards. Describe the length of time in business, business experience, public sector experience and other engagements of the firm or consortium of firms. Describe the past safety performance record and current safety capabilities of the firm. Describe the past technical performance history on recent projects of comparable size and complexity, including disclosure of any legal claims of the firm. Include the identity of any firms that will provide design, construction and completion guarantees and warranties and a description of such guarantees and warranties. Provide resumes of the key individuals who will be involved in the project.

c. For each firm or major contractor that will be utilized in the project, provide a statement listing all of the firm’s prior projects and clients for the past 3 years with contact information for such clients (names/addresses/ telephone numbers). If a firm has worked on more than ten projects during this period, it may limits prior project list to ten, but shall first include all projects similar in scope and size to the proposed project, and second, it shall include as many of its most recent projects as possible. Each firm or major subcontractor shall be required to submit all performance evaluation reports or other documents in its possession evaluating the firm’~~"~~s performance during the preceding three years in terms of cost, quality, schedule, safety and other matters relevant to the successful project development, operation, and completion.

d. Provide the names, addresses, emails and telephone numbers of persons within the firm or consortium of firms who may be contacted for further information.

e. Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent or greater.

f. Identify any persons known to the private entity who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to The Virginia State and Local Government Conflict of Interest Act, Chapter 31 (§ 2.2-3100 et seq.) of Title 2.2.

g. For each firm or major subcontractor that will perform construction and/or design activities, provide a sworn certification by an authorized representative of the firm attesting to the fact that the firm is not currently debarred or suspended by any federal, state or local government entity.

h. Describe worker safety training programs, job-site safety programs, accident prevention programs, written safety and health plans, including incident investigation and reporting procedures.

i. Identify the proposed plan for complying with the intent of Va. Code §22.1-296.1C if the contractor or its employees or subcontractors, will have direct contact with students. This section of the Code requires that all contractor employees who will have direct contact with students, must certify that (i)they have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether they have been convicted of a crime of moral turpitude.

2. Project Characteristics

a. Provide a description of the project, including the conceptual design. Describe the proposed project in sufficient detail so that type and intent of the project, the location, and all the communities that may be affected are clearly identified.

b. Identify and fully describe any work to be performed by the ~~County~~Authority or any other public entity.

c. Include a list of all federal, state and local permits and approvals required for the project and a schedule for obtaining such permits and approvals.

d. Identify any anticipated adverse social, economic and environmental impacts of the project measured against the James City County comprehensive land use plan, the Authority's Strategic Plan, and applicable ordinances and design standards. Specify the strategies or actions to mitigate known impacts of the project. Indicate if environmental and archaeological assessments have been completed. Such social and economic impacts should include but are not limited to community benefits, including the economic impact the project will have on the local community in terms of the amount of additional tax revenue to be generated for the County, the number of jobs generated for County residents and level of pay and fringe

benefits of such jobs, the training opportunities for apprenticeships and other training programs for County residents generated by the project, and the number and value of subcontracts generated for County subcontractors.

e. Identify the projected positive social, economic and environmental impacts of the project measured against the County's comprehensive land use plan and applicable ordinances and design standards.

f. Identify the proposed schedule for the work on the project, including sufficient time for the ~~County~~Authority's review and the estimated time for completion.

g. Propose allocation of risk and liability for work completed beyond the agreement's completion date, and assurances for timely completion of the project.

h. State assumptions related to ownership, legal liability, law enforcement and operation of the project and the existence of any restrictions on the ~~County~~Authority's use of the project.

i. Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.

j. Describe any architectural, building, engineering, or other applicable standards that the proposed project will meet.

k. List any other assumptions relied on for the project to be successful.

l. List any contingencies that must occur for the project to be successful.

3. Project Financing

a. Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.

b. Submit a plan for the development, financing and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for all such funds, including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs based upon the ~~County~~Authority's operational standards.

c. Include a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all fees associated with financing given the recommended financing approach. In addition, complete disclosure of interest rate assumptions should be included. Any ongoing operational fees, if applicable, should also be disclosed as well as any assumptions with regard to increases in such fees.

d. Identify all anticipated risk factors and methods for dealing with these factors. Describe methods and remedies associated with any financial default.

e. Identify any local, state or federal resources that the private entity contemplates requesting for the project along with an anticipated schedule of resource requirements. Describe the total commitment, if any, expected from governmental sources (identify each such source) and the timing of any anticipated commitment, both one-time and on-going. Such disclosure should include any direct or indirect guarantees or pledges of the ~~County~~Authority's credit or revenue.

f. Identify any third parties that the private entity contemplates will provide financing for the project and describe the nature and timing of each such commitment.

g. Identify the amounts and the terms and conditions for any revenue sources.

h. Identify any aspect of the project that could disqualify the project from obtaining tax-exempt financing.

4. Project Benefit and Compatibility

a. Describe the anticipated benefits to the community, region or state, including anticipated benefits to the economic, social, environmental, transportation, etc., condition of the County and the specific benefits to the Authority. Identify who will benefit from the project and how they will benefit. Such social and economic impacts should include but are not limited to community benefits, including the economic impact the project will have on the local community in terms of the amount of additional tax revenue to be generated for the County, the number of jobs generated for County residents and level of pay and fringe benefits of such jobs, the training opportunities for apprenticeships and other training programs for County residents generated by the project, and the number and value of subcontracts generated for County subcontractors.

b. Identify any anticipated public support or opposition, as well as any anticipated government support or opposition (including that in any affected jurisdiction), for the project.

c. Explain the strategy and plans, including the anticipated timeline, that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.

d. Explain whether and, if so, how the project is critical to attracting or maintaining competitive industries and businesses to the County or the surrounding region. Describe the compatibility of the project with local, regional and state economic development efforts.

e. Explain whether and, if so, how the project is compatible with the County's comprehensive plan (including related environmental, land use and facility standards ordinances, where applicable), the Authority's infrastructure development plans, the Authority's capital improvements budget, the Authority's design standards, or other government spending plan.

E. Format for Submissions at the Detailed Stage

If the ~~County~~Authority decides to proceed to the detailed phase of review with one or more Unsolicited Proposals, then the following information must be provided by the private entity unless waived by the ~~County~~Authority:

1. A topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed project.

2. A conceptual site plan indicated proposed location and configuration of the project on the proposed site;

3. Conceptual (single line) plans and elevations depicting the general scope, appearance and configuration of the project.

4. A detailed description of the proposed participation, use and financial involvement of the ~~County~~Authority in the project. Include the proposed terms and conditions for the project.

5. A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the private entity to accommodate such crossings.

6. A statement and strategy setting out the plans for securing all necessary property and/or easements. The statement must include the names and addresses, if known, of the current owners of the subject property as well as a list of any property the private entity intends to request the County or affected jurisdiction to condemn.

7. A detailed listing of all firms, along with their relevant experience and abilities, that will provide specific design, construction and completion guarantees and warranties, and a brief description of such guarantees and warranties along with a record of any prior defaults for performance.

8. A total life-cycle cost, including maintenance, specifying methodology and assumptions of the project or projects including major building systems (i.e., electrical, mechanical, etc.) and the proposed project start date. Include anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility and estimated annual operating expenses using ~~County~~Authority service
levels and standards.

9. A detailed discussion of assumptions about user fees or rates, lease payments and other service payments, and the methodology and circumstances for changes and usage of the project over its estimated useful life.

10. Identification of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolution of official bodies, minutes of meetings, letters, or other official communications.

11. Demonstration of consistency with appropriate County and/or affected jurisdiction comprehensive plans (including related environmental, land use and facility standards ordinances, where applicable), the Authority's Strategic Plan, Authority infrastructure development plans, transportation plans, Authority capital improvement plan and capital budget, Authority design standards, or indication of the steps required for acceptance into such plans.

12. Explanation of how the proposed project would impact local development plans of ~~the~~ James City County, the Authority and each affected local jurisdiction.

Description of an ongoing performance evaluation system or database to track key performance criteria, including but not limited to schedule, cash management, quality, worker safety, change orders, and legal compliance.

13. Identification of any known conflicts of interest or other limitations that may impact the ~~County~~Authority's consideration of the proposal, including the identification of any persons known to the private entity who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to The Virginia State and Local Government Conflict of Interest Act, Chapter 31 (§ 2.2-3100 et seq.) of Title 2.2.

14. Detailed analysis of the financial feasibility of the proposed project, including its impact on similar facilities operated or planned by the ~~County~~Authority. Include a detailed description of any financing plan proposed for the project, a comparison of that plan with financing alternatives that may be available to the ~~County~~Authority, and all underlying data supporting any conclusions reached in the analysis or the selection by the private entity of the financing plan proposed for the project.

15. Additional material and information as the ~~County~~Authority may request.

V. PROPOSAL EVALUATION AND SELECTION CRITERIA

Some or all of the following matters, along with the information required under §§ IV. D and IV. E above, may be considered in the evaluation and selection of PPEA proposals. The ~~County~~Authority retains the right at all times to reject any proposal at any time for any reason whatsoever.

A. Qualifications and Experience

Factors to be considered in either phase of the ~~County~~Authority's review to determine whether the private entity possesses the requisite qualifications and experience may include but are not necessarily limited to:

1. Experience, training and preparation with similar projects;

2. Demonstration of ability to perform work;

3. Demonstrated record of successful past performance, including timeliness of project delivery, compliance with plans and specifications, quality of workmanship, cost-control and project safety;

4. Demonstrated conformance with applicable laws, codes, standards, regulations, and agreements on past projects;

5. Leadership structure;

6. Project manager's experience;

7. Management approach;

8. Project staffing plans, the skill levels of the proposed workforce, apprenticeship and other training programs offered for the project, and the proposed safety plans for the project;

9. Financial condition; and

10. Project ownership.

B. Project Characteristics

Factors to be considered in determining the project characteristics may include but are not necessarily limited to:

1. Project definition;

2. Proposed project schedule;

3. Operation of the project;

4. Technology; technical feasibility;

5. Conformity to laws, regulations, guidelines and standards;

6. Environmental impacts;

7. Condemnation impacts;

8. State and local permits; and

9. Maintenance of the project.

C. Project Financing

Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project may include but are not necessarily limited to:

1. Cost and cost benefit to the ~~County~~Authority;

2. Financing and the impact on the debt or debt burden of the ~~County~~Authority;

3. Financial plan including default implications, overall feasibility and reliability of the plan; operator's past performance with similar plans and similar projects; degree to which the operator has conducted due diligence investigation of proposed financial plan and results of any such inquiries or studies;

4. Estimated cost including debt source, operating costs, etc.; and

5. Life-cycle cost analysis. and

6. The identity, credit history, and past performance of any third party that will provide financing for the project and the nature and timing of their commitment;

7. Such other items as the ~~County~~Authority deems appropriate.

D. Project Benefit and Compatibility

Factors to be considered in determining the proposed project's compatibility with the appropriate local or regional comprehensive or development plans may include but are not necessarily limited to:

1. Community benefits; such social and economic impacts should include but are not limited to community benefits, including the economic impact the project will have on the local community in terms of the amount of additional tax revenue to be generated for the County, the number of jobs generated for County residents and level of pay and fringe benefits of such jobs, the training opportunities for apprenticeships and other training programs for County residents generated by the project, and the number and value of subcontracts generated for County subcontractors.

2. Community support or opposition, or both;

3. Public involvement strategy;

4. Compatibility with existing and planned facilities;

5. Compatibility with local, regional, and state economic development efforts; and

6. Compatibility with the County's and affected jurisdictions' land use and transportation plans.

E. Other Factors

Other factors that may be considered in the evaluation and selection of PPEA proposals include:

1. The proposed cost of the qualifying project;

2. The general reputation, industry experience, and financial capacity of the private entity;

3. The proposed design of the qualifying project;

4. The eligibility of the project for accelerated documentation, review, and selection;

5. Local citizen and government comments;

6. Benefits to the public; including whether the project will lead to productivity or efficiency improvements in the ~~County~~Authority's processes or delivery of services to the public;

7. The private entity's minority business plan or good faith effort to comply with the goals of such plan;

and

8. The private entity's plan to employ local contractors and residents;

9. Other criteria that the ~~County~~Authority deems appropriate.

F. Timelines

Guidelines for determining applicable timelines are as follows:

1. For solicited proposals, the timeline for selecting proposals and negotiating an agreement will be consistent with the terms and conditions set forth in the Request for Proposals.

2. For unsolicited proposals, an estimated timeline will be developed and distributed within 60 days of receipt of the proposal. The timeline will be subject to revision(s), as required.

3. Accelerated selection, review, and documentation timelines shall be permitted for proposals involving a qualifying facility that the ~~County~~Authority deems a priority.

VI. INTERIM AND COMPREHENSIVE AGREEMENT

The ~~County~~Authority shall not accept liability for any part or phase of a project prior to entering into a properly executed interim or comprehensive agreement. The Board of Supervisors shall approve any interim or comprehensive agreement executed pursuant to the PPEA. Any changes in the terms of an executed interim or comprehensive agreement shall be in the form of a written amendment.

A. Interim Agreement Terms

Interim agreements may be used when it is necessary or advisable to segment a project to produce distinct and clear deliverables necessary to keep the project moving towards development of a comprehensive agreement. An interim agreement may not be used to have the ~~County~~Authority assume risks that should be assumed by the proposer or to pay costs attributable to the private entity's efforts in making the proposal. Interim agreements require
the same level of approval as Comprehensive Agreements.

Development of an interim agreement is in the sole discretion of the ~~County~~Authority and in no way limits the rights reserved by the ~~County~~Authority to terminate the evaluation of any or all proposals at any time.

Prior to or in connection with the negotiation of the comprehensive agreement, the responsible public entity may enter into an interim agreement with the private entity proposing the development or operation of the qualifying project. Such interim agreement may:

1. Permit the private entity to commence activities for which it may be compensated relating to the proposed qualifying project, including, but not limited to, project planning and development, design and engineering, environmental analysis and mitigation, survey, and ascertaining the availability of financing for the proposed facility or facilities;

2. Establish the process and timing of the negotiation of the comprehensive agreement; and

3. Contain any other provisions related to any aspect of the development or operation of a qualifying project that the parties may deem appropriate.

B. Comprehensive Agreement Terms

Prior to developing or operating any qualifying project, a selected private entity shall enter into a comprehensive agreement with the ~~County~~Authority as provided by the PPEA. Each comprehensive agreement shall define the rights and obligations of the ~~County~~Authority and the selected proposer with regard to the project. Any such comprehensive agreement must be approved by the ~~County~~Authority's Board of Directors ~~Supervisors~~ before it is entered into on behalf of the ~~County~~Authority.

As provided by the PPEA, the terms of the comprehensive agreement shall include but not be limited to:

1. Delivery of maintenance, performance and payment bonds or letters of credit in connection with any acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project, in

the forms and amounts satisfactory to the ~~County~~Authority;

2. Review and approval of plans and specifications for the qualifying project by the ~~County~~Authority;

3. The right of the ~~County~~Authority to inspect the qualifying project to ensure compliance with the comprehensive agreement and any development plans and specifications;

4. Maintenance of a policy or policies of liability insurance or self-insurance in form and amount satisfactory to the ~~County~~Authority and reasonably sufficient to insure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project;

5. Monitoring of the practices of the operator by the ~~County~~Authority to ensure proper maintenance;

6. Reimbursement to be paid to the ~~County~~Authority for services provided by the ~~County~~Authority

7. Filing by the operator of appropriate financial statements on a periodic basis;

8. Policies and procedures governing the rights and responsibilities of the ~~County~~Authority and the operator in the event that the comprehensive agreement is terminated or there is a material default by the operator, including the conditions governing assumption of the duties and responsibilities of the operator by the ~~County~~Authority and the transfer or purchase of property or other interests of the operator by the ~~County~~Authority;

9. Providing for such user fees, lease payments, or service payments, if any, as may be established from time to time by agreement of the parties, which shall be the same for persons using the facilities under like conditions and shall not materially

discourage use of the qualifying project. Classifications according to reasonable categories for assessment of user fees may be made.

10. Requiring a copy of any service contract to be filed with the ~~County~~Authority and providing that a schedule of the current user fees or lease payments shall be made available by the operator to any member of the public upon request.

11. The terms and conditions under which the responsible public entity may contribute financial resources, if any, for the qualifying project;

12. The terms and conditions under which existing site conditions will be

assessed and addressed, including identification of the responsible party for conducting the assessment and taking necessary remedial action;

13. The terms and conditions under which the RPE will be required to pay money to the private entity and the amount of any such payments for the project;

14. Any other provisions required by applicable law or provisions that the ~~County~~Authority determines serve the public purpose of the PPEA.

Any changes in the terms of the comprehensive agreement as may be agreed upon by the parties from time to time shall be added to the comprehensive agreement only by written amendment.

Parties submitting proposals understand that representations, information and data supplied in support of or in connection with proposals play a critical role in the competitive evaluation process and in the ultimate selection of a proposal by the ~~County~~Authority. Accordingly, as part of the comprehensive agreement, the prospective operator and its team members shall certify that all material representations, information and data provided in support of, or in connection with, a proposal is true and correct. Such certifications shall be made by authorized individuals who have knowledge of the information provided in the proposal. In the event that material changes occur with respect to any representations, information or data provided for a proposal, the prospective operator shall immediately notify the ~~County~~Authority of same. Any violation of this section of the comprehensive agreement shall give the ~~County~~Authority the right to terminate the agreement, withhold payment or other consideration due, and seek any other remedy available under the law.

C. Notice and Posting Requirements

1. At some point during the proposal review process, but at least 30 days prior to entering into an interim or comprehensive agreement, the RPE shall hold a public hearing on the proposals that have been received.

2. Once the negotiation phase for the development of an interim or a comprehensive agreement is complete and a decision to award has been made by the RPE, the RPE shall post the proposed agreement in the following manner:

a. Posting shall be on the RPEs' website or by publication, in a newspaper of general circulation in the area in which the contract work is to be performed, of a summary of the proposals and the location where copies of the proposals are available for public inspection. Posting may also be on the Commonwealth's electronic procurement website.

b. At least one copy of the proposals shall be made available for public inspection. Trade secrets, financial records, or other records of the private entity excluded from disclosure under the provisions of subdivision 11 of § 2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by the RPE and the private entity.

c. Any studies and analyses considered by the RPE in its review of a proposal shall be disclosed to the appropriating body at some point prior to the execution of an interim or comprehensive agreement.

3. Once an interim agreement or a comprehensive agreement has been entered into, the RPE shall make procurement records available for public inspection, upon request.

a. Such procurement records shall include documents protected from disclosure during the negotiation phase on the basis that the release of such documents would have adverse affect on the financial interest or bargaining position of the RPE or private entity.

b. Such procurement records shall not include (i) trade secrets of the private entity as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.) or (ii) financial records, including balance sheets or financial statements of the private entity that are not generally available to the public through regulatory disclosure or otherwise.

To the extent access to procurement records are compelled or protected by a court order, then the RPE must comply with such order.

4. The RPE shall electronically file a copy of all interim and comprehensive agreement and any supporting documents with the Auditor of Public Accounts. Such agreements and supporting documents should be provided within 30 days of the execution of the interim or comprehensive agreement.

VII. GOVERNING PROVISIONS

In the event of any conflict between these guidelines and procedures and the PPEA, the terms of the PPEA shall control.

PPEA Unsolicited Proposal Notice Overview (Incorporating SB 76 & SB 5011)

RPE receives unsolicited proposal (*private entity includes in submission its request for protection of earmarked documents)*

RPE reviews proposal and request for protection from disclosure

Proposal rejected

RPE determines nature and scope of protection for earmarked documents

If nature and scope of protection is less than requested, private entity given opportunity to withdraw proposal

Proposal withdrawn

RPE accepts proposal for publication

RPE posts notice in one or more newspapers of general circulations, web and EVa. for at least 45 days

RPE receives additional proposals and proceeds with review for acceptance to review them

Records prepared by or for an **RPE** may be withheld by **RPE** if: disclosure would adversely affect financial interest or bargaining position of **RPE** or private entity

W/in 10 working days of accepting a proposal, **RPE** must post the proposal & make available for public inspection

30 days prior to entering in to an interim or comprehensive agreement, opportunity for public comment must be provided

Upon completion of the negotiation phase and decision to award has been made, **RPE** to post the proposed agreement

After the agreement has been entered into, **RPE** shall make procurement records available for public inspection.

MINUTES

JAMES CITY SERVICE AUTHORITY BOARD OF DIRECTORS

REGULAR MEETING

COUNTY GOVERNMENT CENTER BOARD ROOM

101 MOUNTS BAY ROAD, WILLIAMSBURG, VA 23185

May 12, 2026

5:00 PM

A. CALL TO ORDER

B. ROLL CALL

Tracy L. Wainwright, Vice Chair, Powhatan District
James O. Icenhour, Jr., Jamestown District
Ruth M. Larson, Berkeley District
John J. McGlennon, Roberts District
Barbara E. Null, Chair, Stonehouse District

Scott A. Stevens, County Administrator
Adam R. Kinsman, County Attorney
M. Douglas Powell, General Manager

C. PRESENTATION(S)

None.

D. PUBLIC COMMENT

None.

E. CONSENT CALENDAR

1. Minutes Adoption

A motion to Approve was made by James Icenhour Jr., the motion result was Passed.
AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0
Ayes: Icenhour Jr., Larson, McGlennon, Null, Wainwright

The minutes Approved for Adoption included the following meeting:

- April 14, 2026, Regular Meeting
- April 28, 2026, Budget Business Meeting

F. PUBLIC HEARING(S)

None.

G. BOARD CONSIDERATION(S)

1. Changes to the Regulations Governing Utility Service and Resolution of Appropriation for Fiscal Year 2027 Budget

A motion to Approve the Changes to the Regulations Governing Utility Service was made by John McGlennon, the motion result was Passed.
AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0
Ayes: Icenhour Jr., Larson, McGlennon, Null, Wainwright

A motion to Approve the Resolution Appropriation for Fiscal Year 2027 Budget was made by John McGlennon, the motion result was Passed.
AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0
Ayes: Icenhour Jr., Larson, McGlennon, Null, Wainwright

Mr. Powell addressed the Board noting there were two resolutions before the Board, one to appropriate the budget and the other to approve the changes to the Regulations Governing Utility Service. He noted that staff recommended approval of both resolutions and requested the Board adopt each resolution separately.

2. Contract Award - $332,682 - Five Forks Water Treatment Plant Degasifiers Replacement

A motion to Approve was made by Ruth Larson, the motion result was Passed.
AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0
Ayes: Icenhour Jr., Larson, McGlennon, Null, Wainwright

Mr. Powell informed the Board that the 20-year-old degasifiers at the Five Forks Water Treatment Plant had reached the end of their service life. He emphasized that these components were essential for removing desalination waste products and maintaining plant operations. He noted that staff recommended approval of the resolution.

H. BOARD REQUESTS AND DIRECTIVES

Ms. Larson expressed gratitude to Mr. Powell and the James City Service Authority staff for addressing resident inquiries regarding rate changes and for their work on the Fiscal Year 2027 budget.

I. GENERAL MANAGER'S UPDATE

1. May 2026 Monthly Dashboard Report

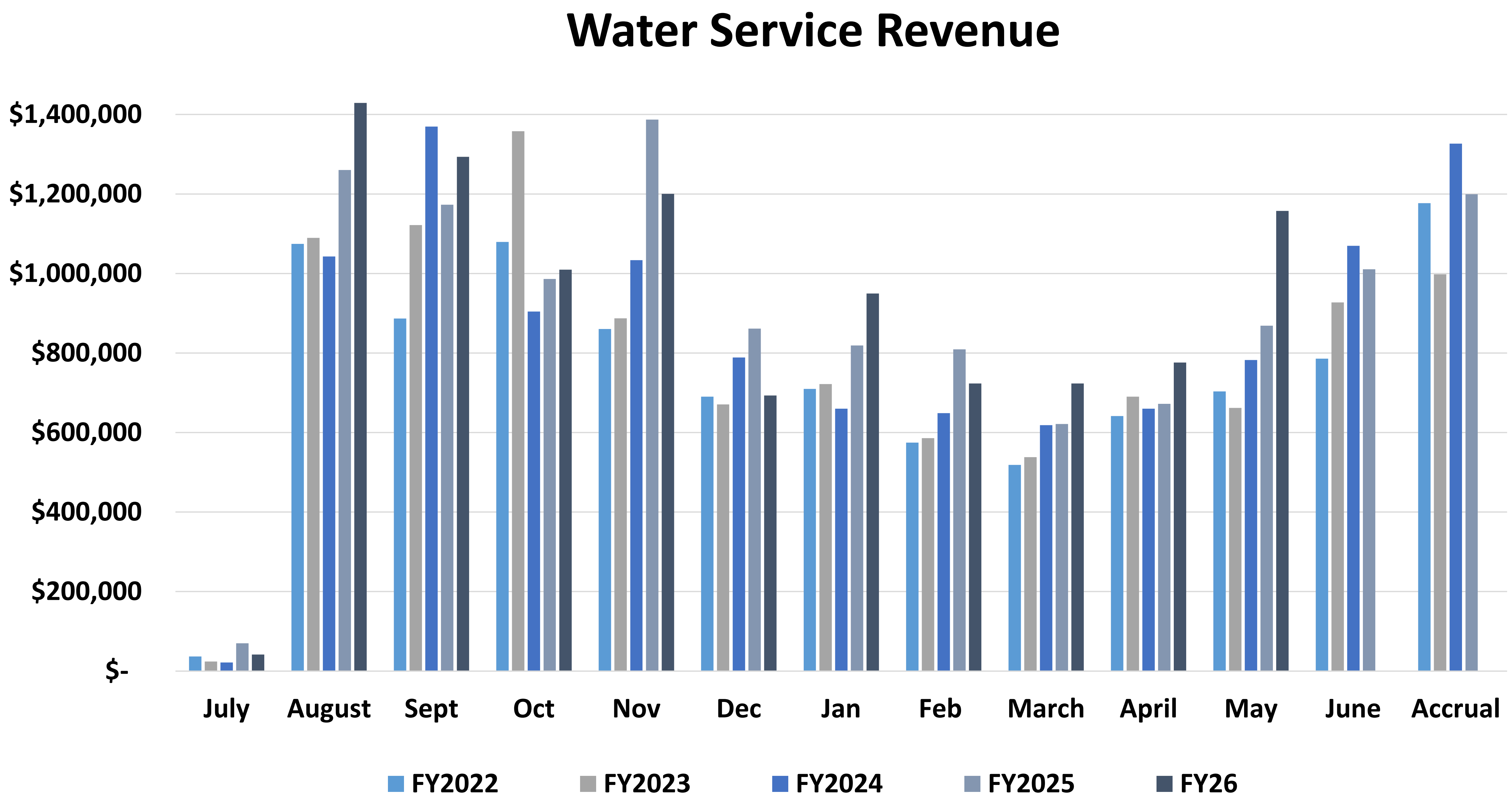
Mr. Powell indicated that he had no updates, noting that he would email the Board regarding the next quarterly staff recognition event scheduled for May 28 at Chickahominy Riverfront Park.

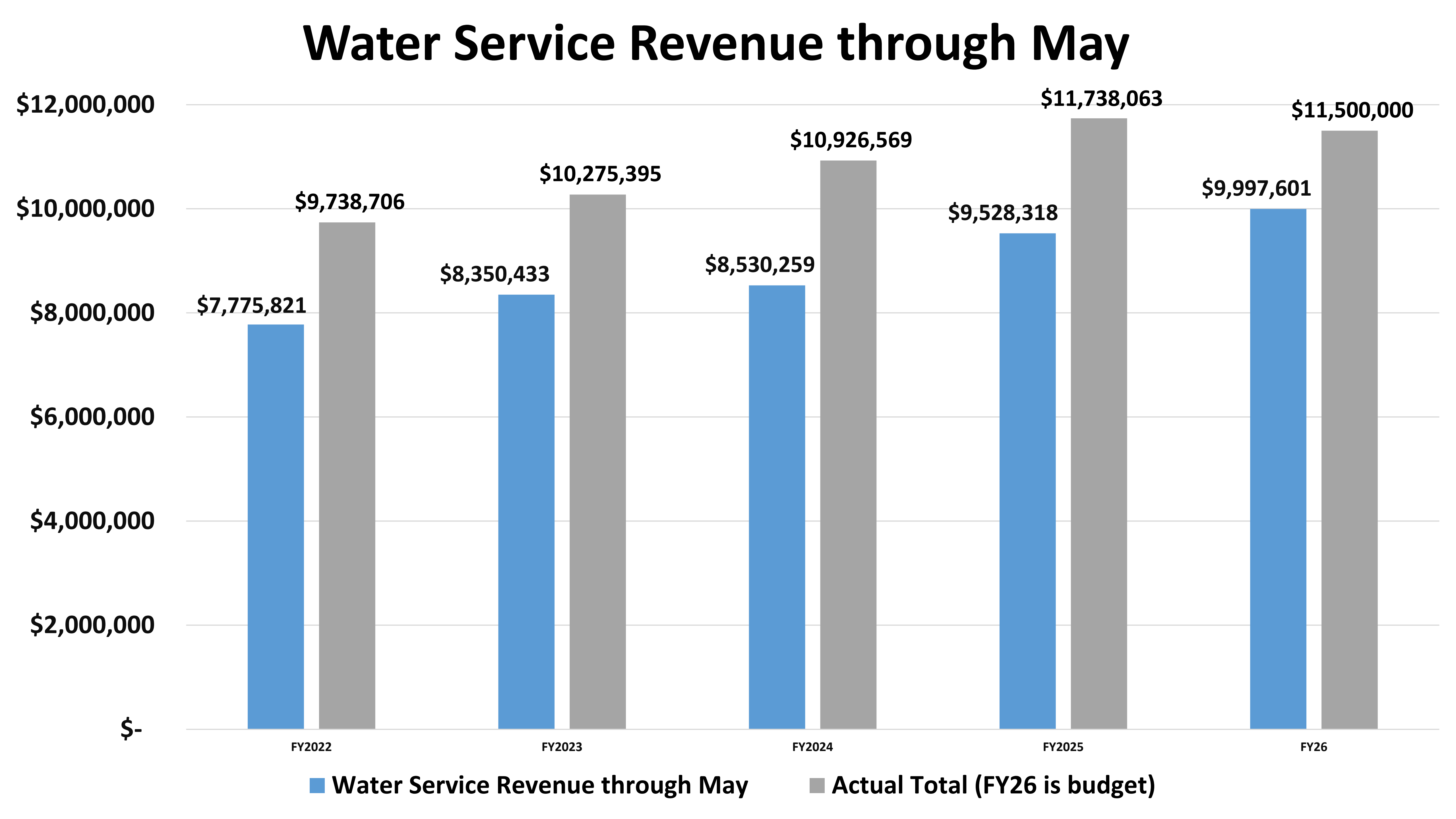
J. ADJOURNMENT

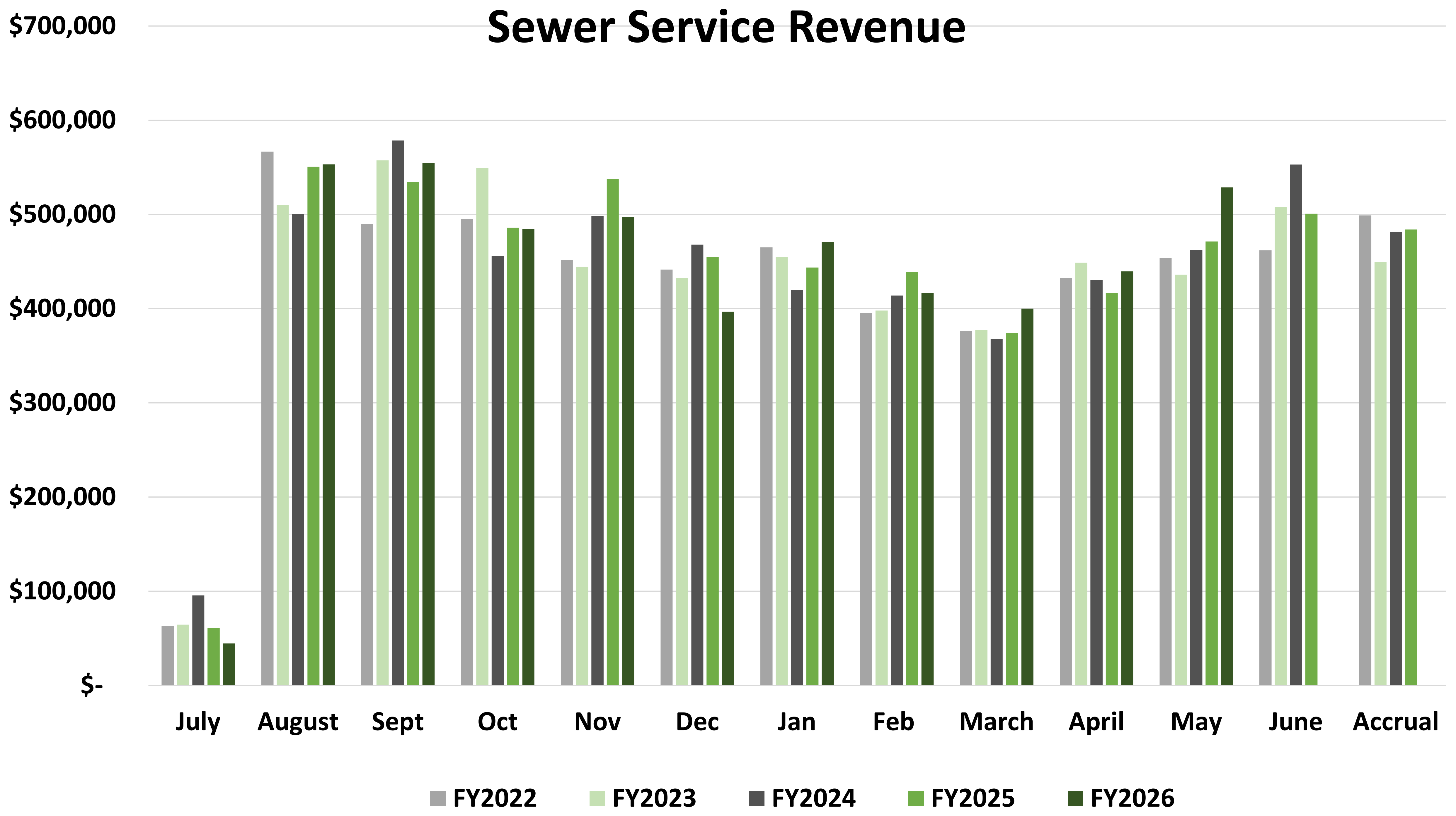
1. Adjourn until 5 pm on June 9, 2026 for the Regular Meeting

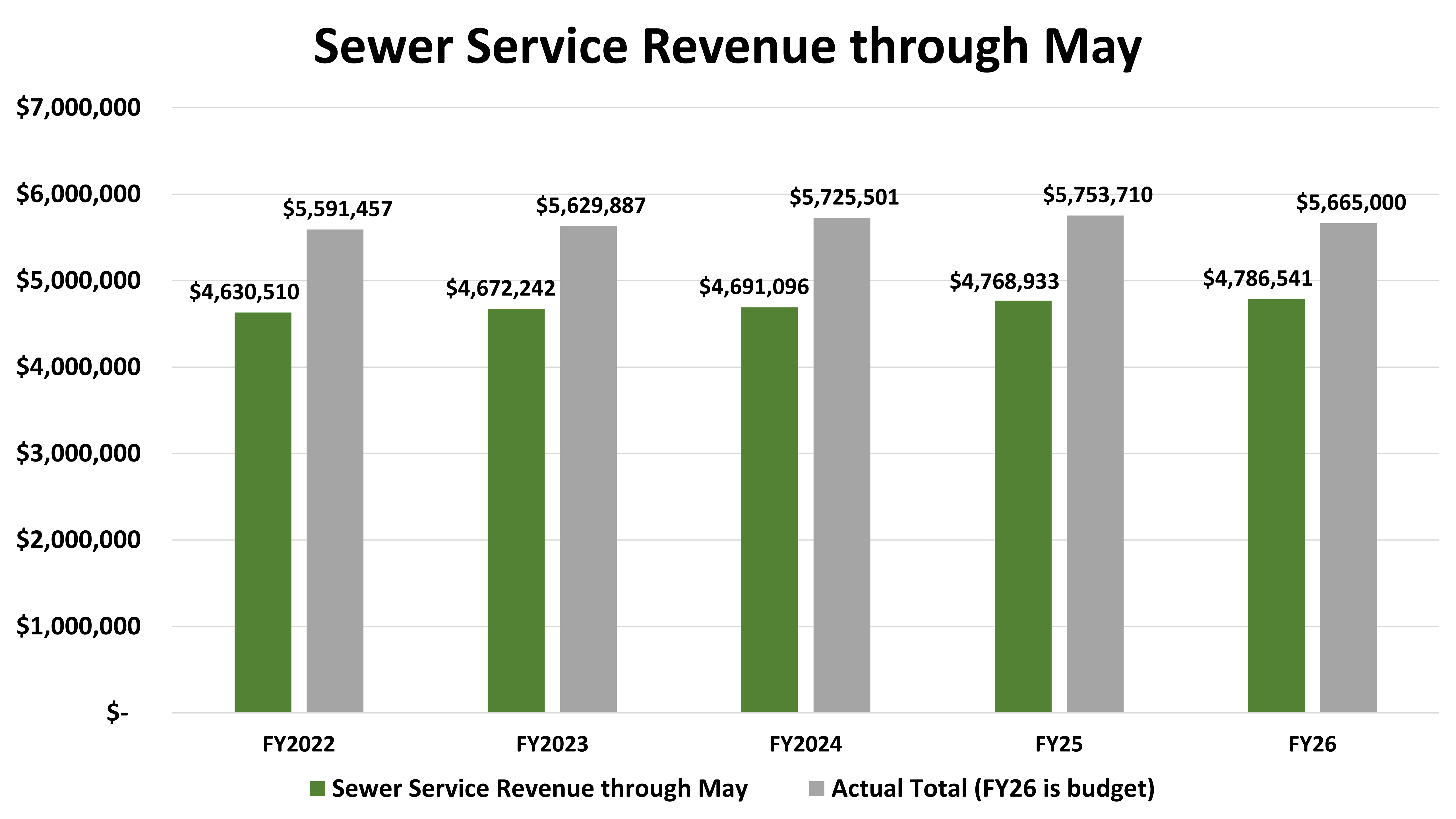
A motion to Adjourn was made by James Icenhour Jr., the motion result was Passed.
AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0
Ayes: Icenhour Jr., Larson, McGlennon, Null, Wainwright

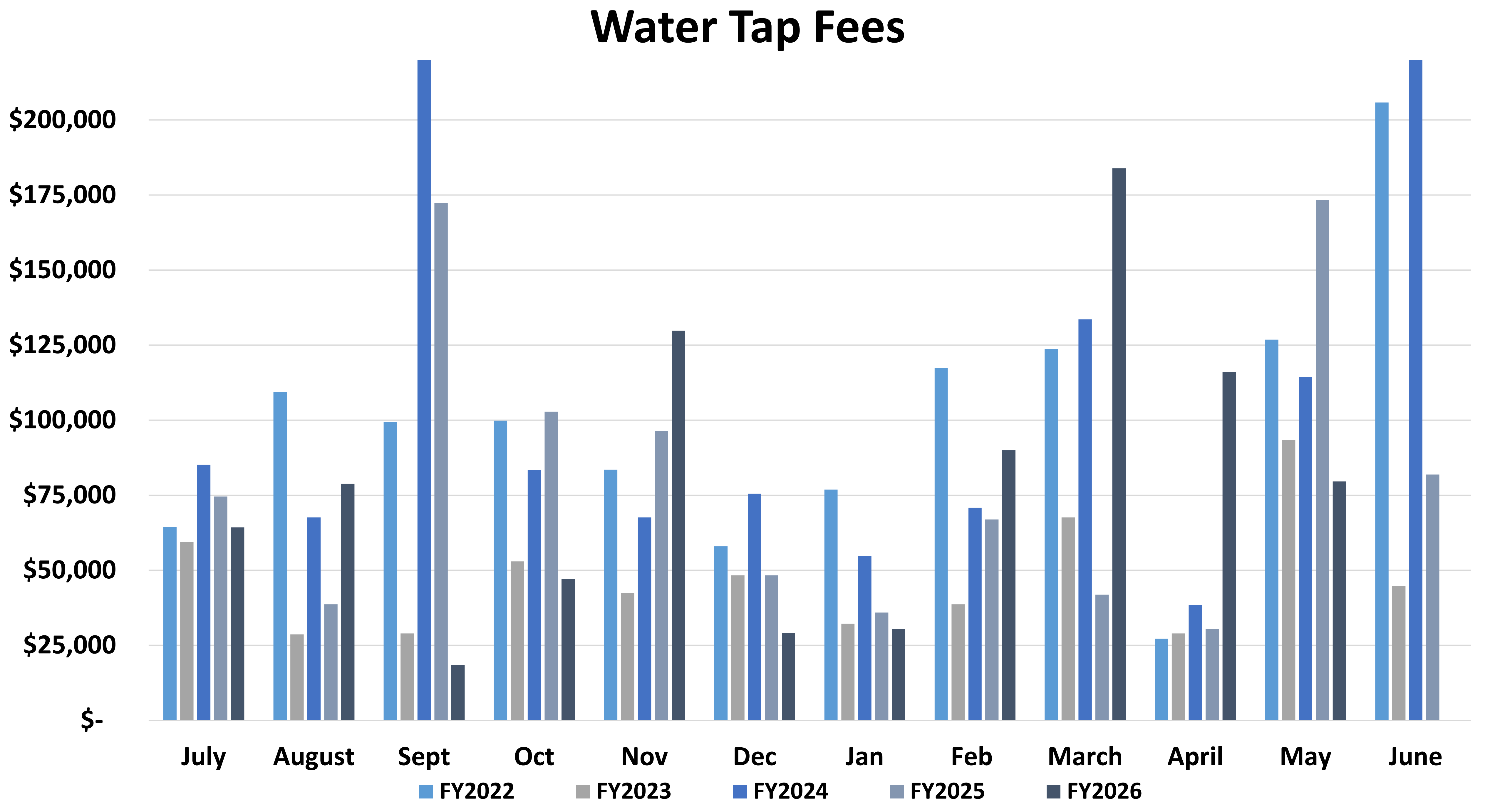
At approximately 5:03 p.m., Ms. Null adjourned the Board of Directors.

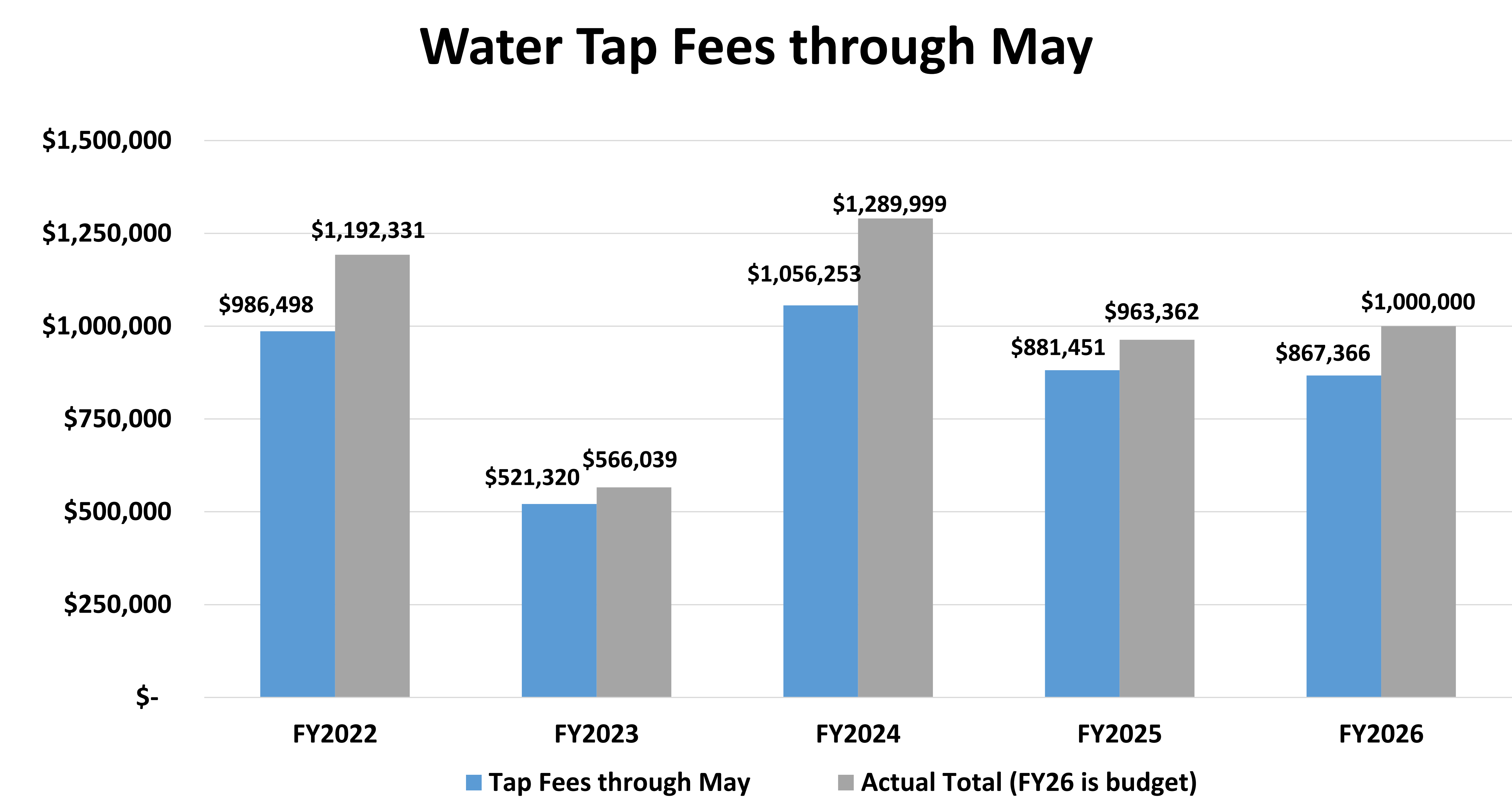

Water Service Revenue
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$-
July
August
Sept
Oct
Nov
Dec
Jan
Feb
March
April
May
June
Accrual
FY2022
FY2023
FY2024
FY2025
FY26


Water Service Revenue through May
$12,000,000
$10,000,000
$8,000,000
$6,000,000
$4,000,000
$2,000,000
$-
$7,775,821
$9,738,706
$8,350,433
$10,275,395
$8,530,259
$10,926,569
$9,528,318
$11,738,063
$9,997,601
$11,500,000
FY2022
FY2023
FY2024
FY2025
FY26
Water Service Revenue through May
Actual Total (FY26 is budget)

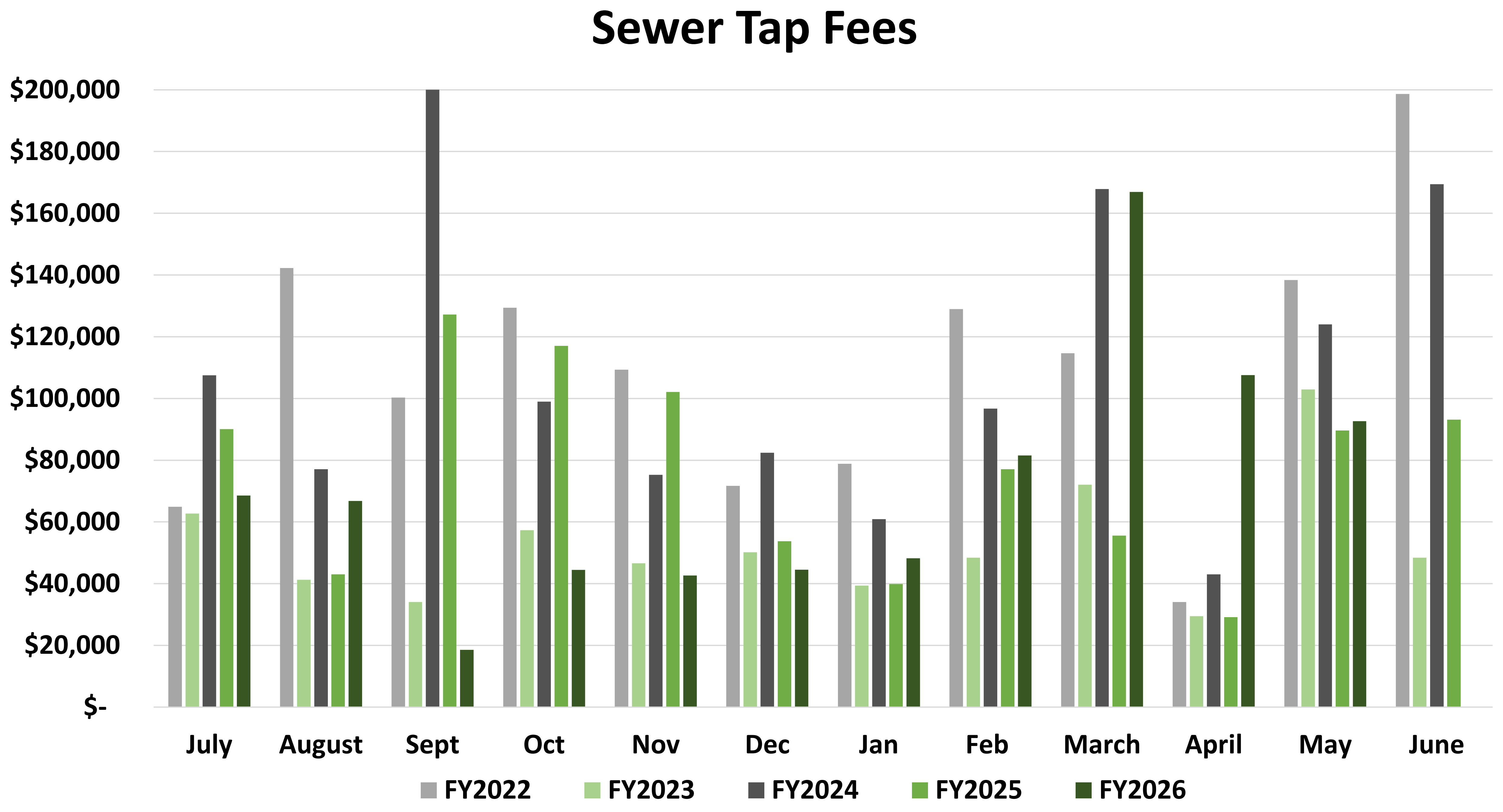

Sewer Service Revenue
$700,000
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$-
July
August
Sept
Oct
Nov
Dec
Jan
Feb
March
April
May
June
Accrual
FY2022
FY2023
FY2024
FY2025
FY2026

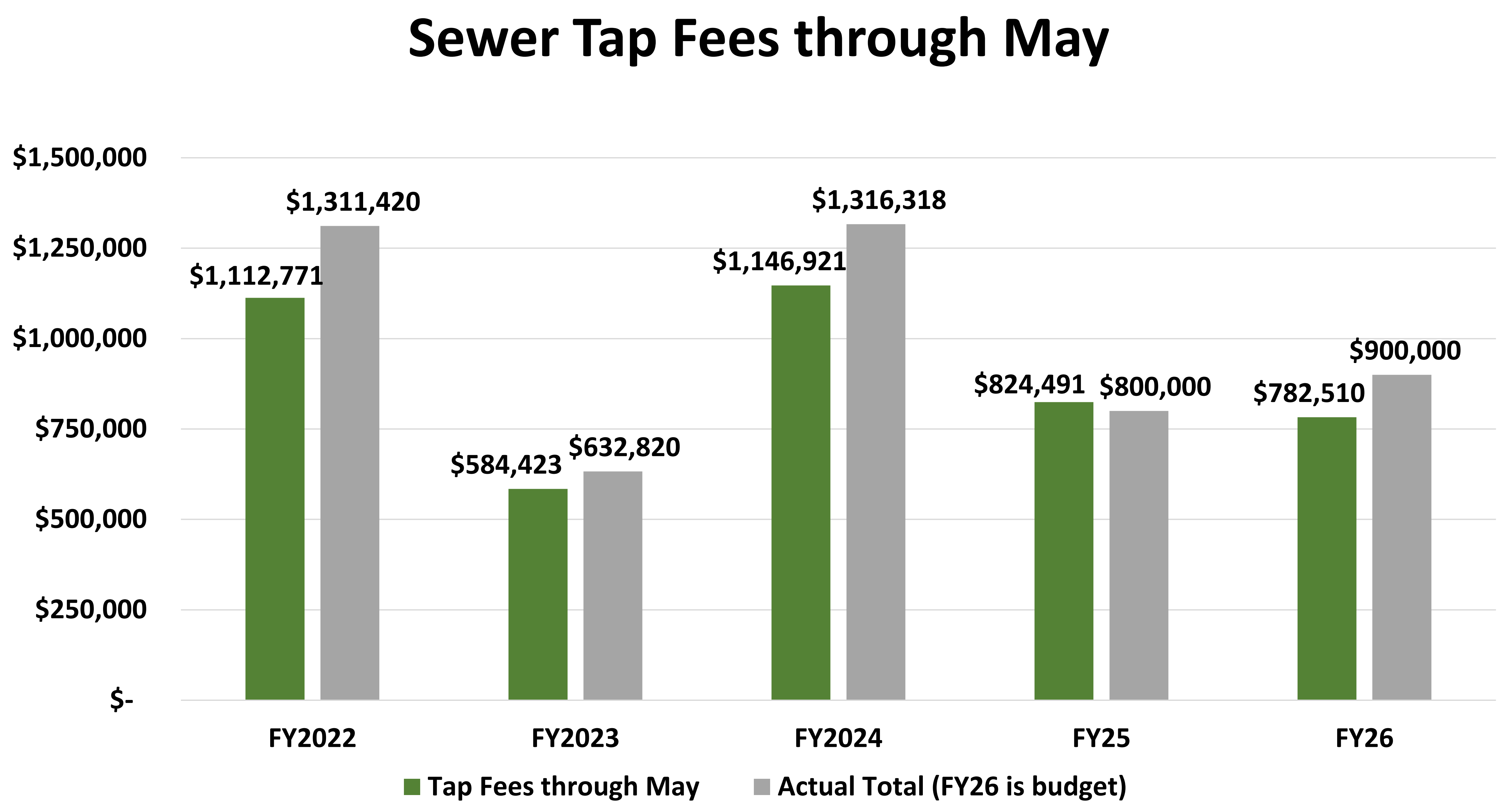

Sewer Service Revenue through May
$7,000,000
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$-
$4,630,510
$5,591,457
$4,672,242
$5,629,887
$4,691,096
$5,725,501
$4,768,933
$5,753,710
$4,786,541
$5,665,000
FY2022
FY2023
FY2024
FY25
FY26
Sewer Service Revenue through May
Actual Total (FY26 is budget)

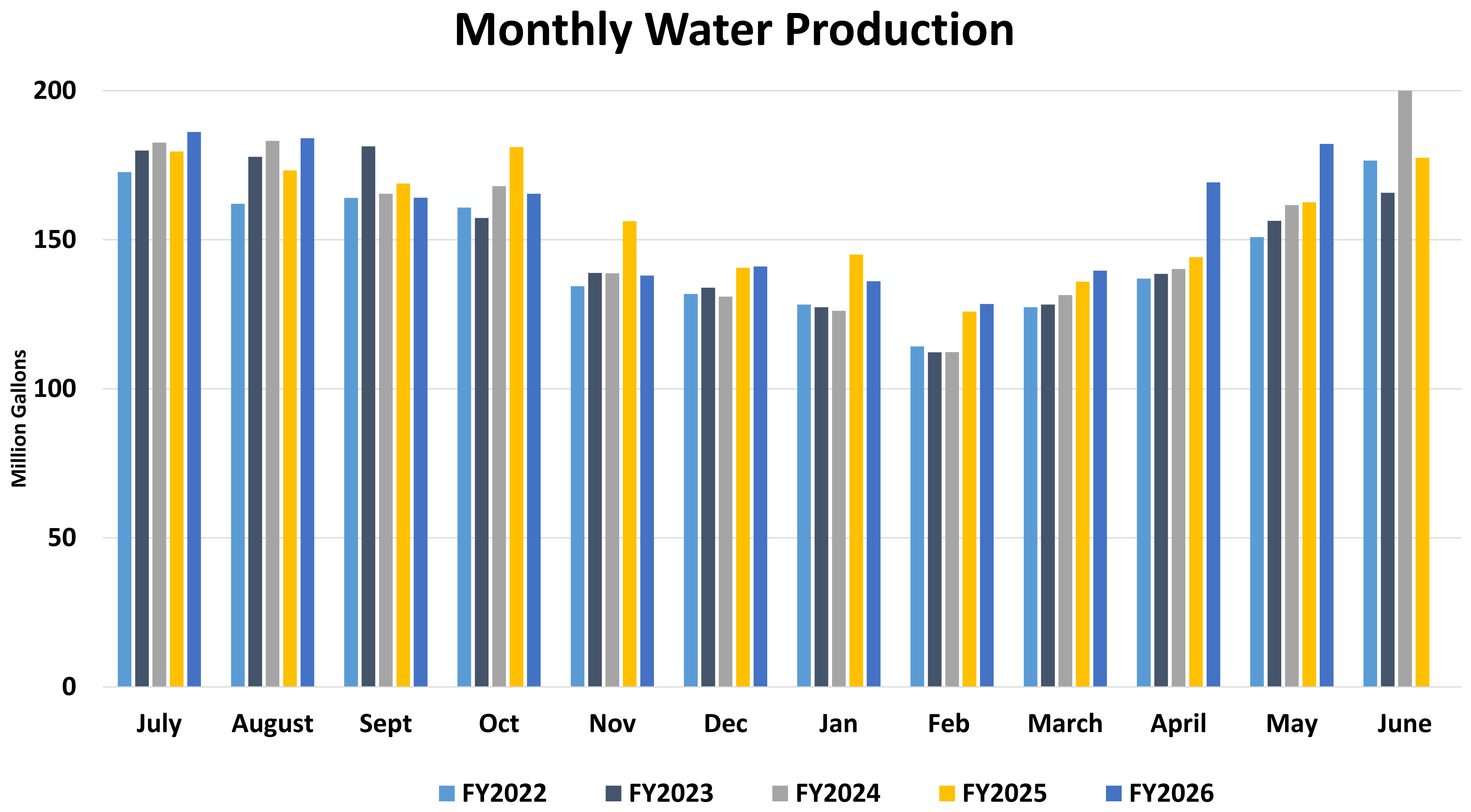

Water Tap Fees
$200,000
$175,000
$150,000
$125,000
$100,000
$75,000
$50,000
$25,000
$-
July
August
Sept
Oct
Nov
Dec
Jan
Feb
March
April
May
June
FY2022
FY2023
FY2024
FY2025
FY2026



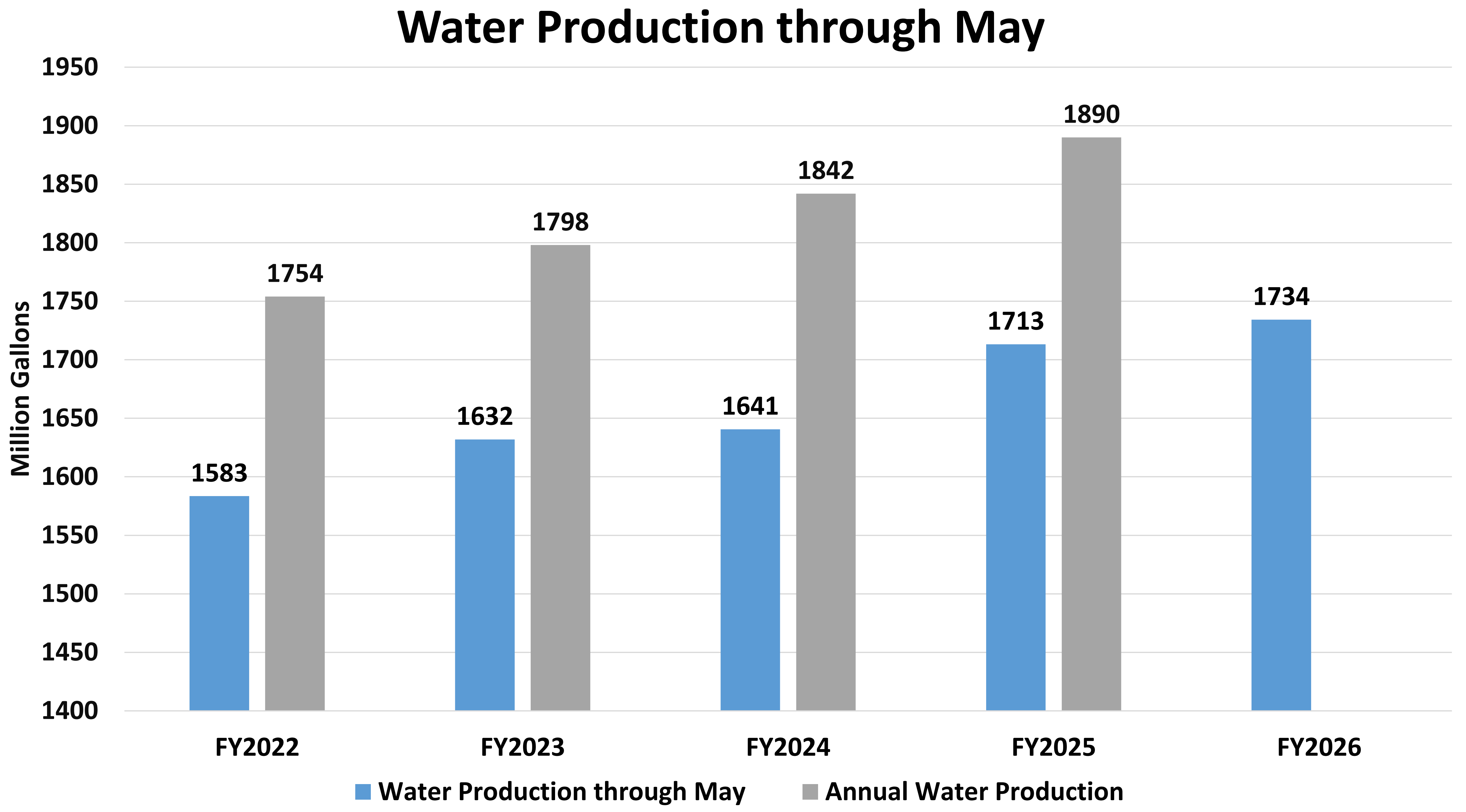
Water Tap Fees through May
$1,500,000
$1,250,000
$1,000,000
$750,000
$500,000
$250,000
$-
$986,498
$1,192,331
$521,320
$566,039
$1,056,253
$1,289,999
$881,451
$963,362
$867,366
$1,000,000
FY2022
FY2023
FY2024
FY2025
FY2026
Tap Fees through May
Actual Total (FY26 is budget)


Sewer Tap Fees
$200,000
$180,000
$160,000
$140,000
$120,000
$100,000
$80,000
$60,000
$40,000
$20,000
$-
July
August
Sept
Oct
Nov
Dec
Jan
Feb
March
April
May
June
FY2022
FY2023
FY2024
FY2025
FY2026

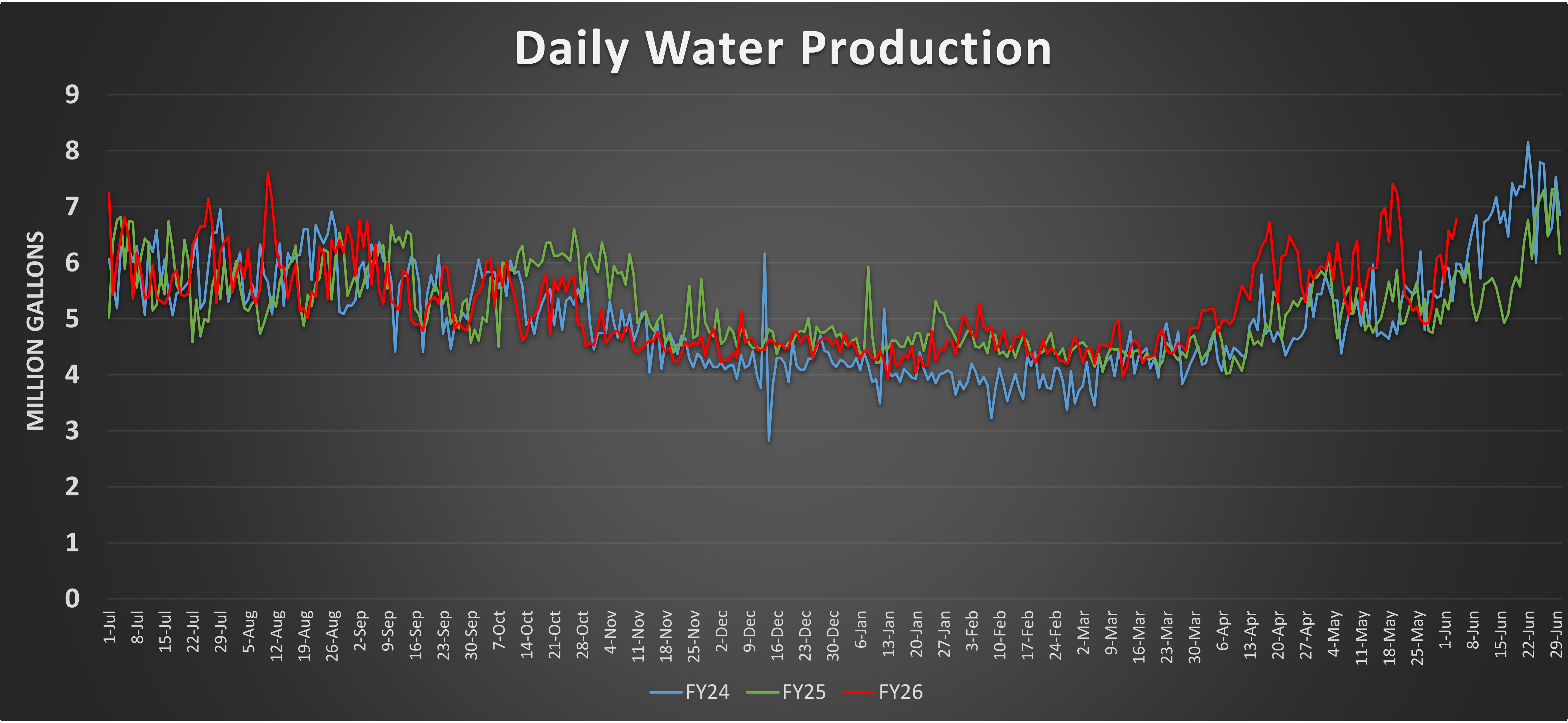

Sewer Tap Fees through May
$1,500,000
$1,250,000
$1,000,000
$750,000
$500,000
$250,000
$-
$1,112,771
$1,311,420
$584,423
$632,820
$1,146,921
$1,316,318
$824,491
$800,000
$782,510
$900,000
FY2022
FY2023
FY2024
FY25
FY26
Tap Fees through May
Actual Total (FY26 is budget)

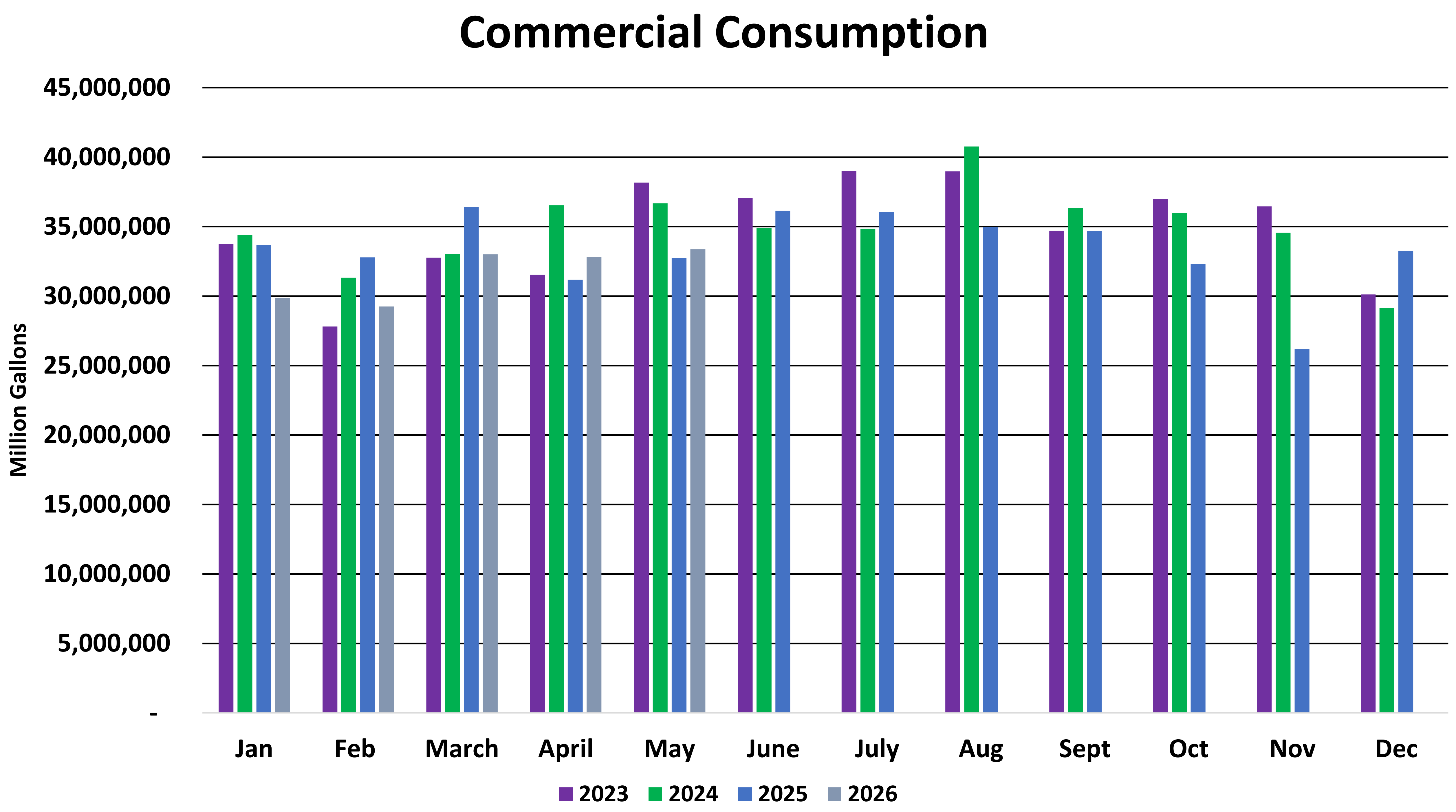


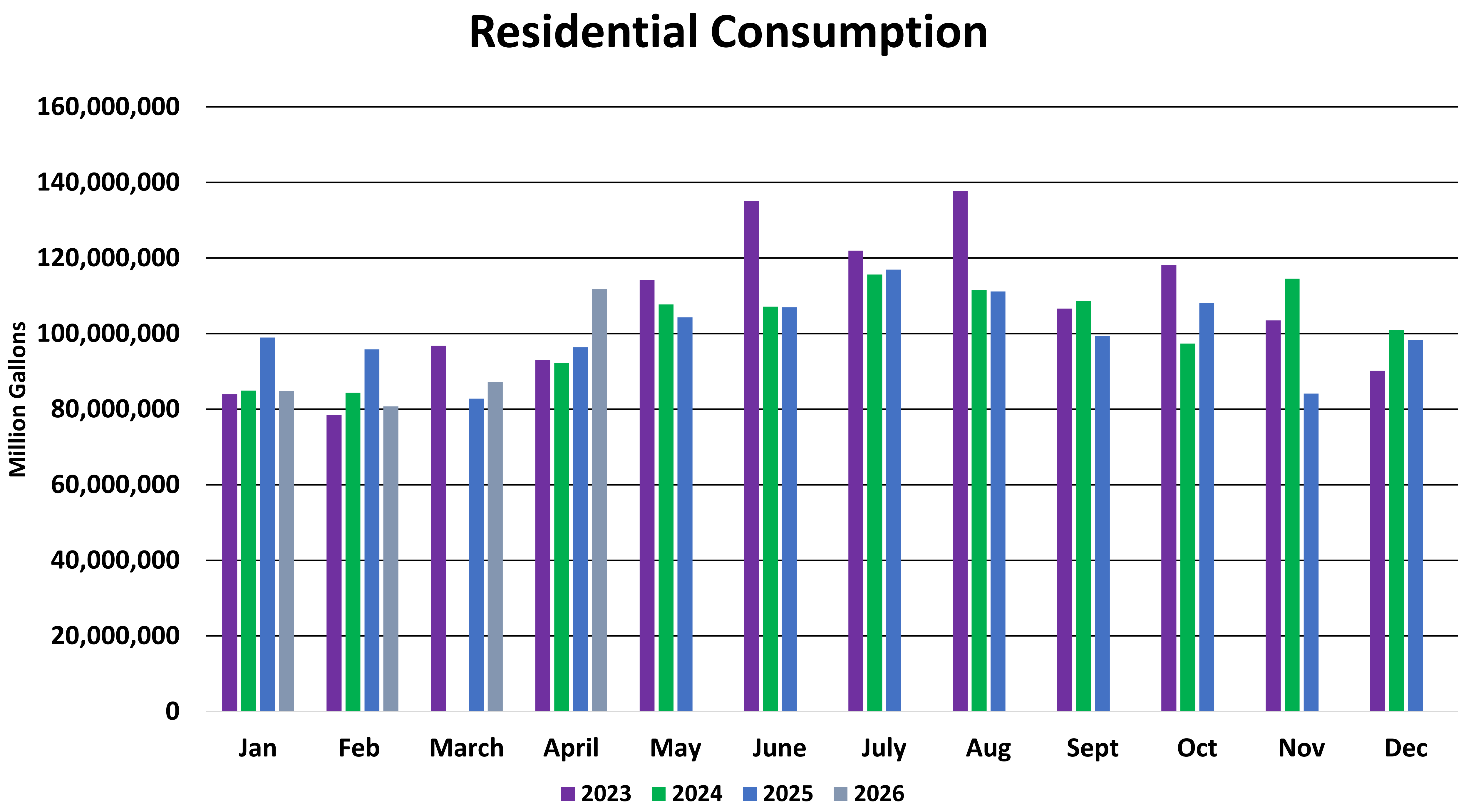
Monthly Water Production
200
150
100
50
0
Million Gallons
July
August
Sept
Oct
Nov
Dec
Jan
Feb
March
April
May
June
FY2022
FY2023
FY2024
FY2025
FY2026

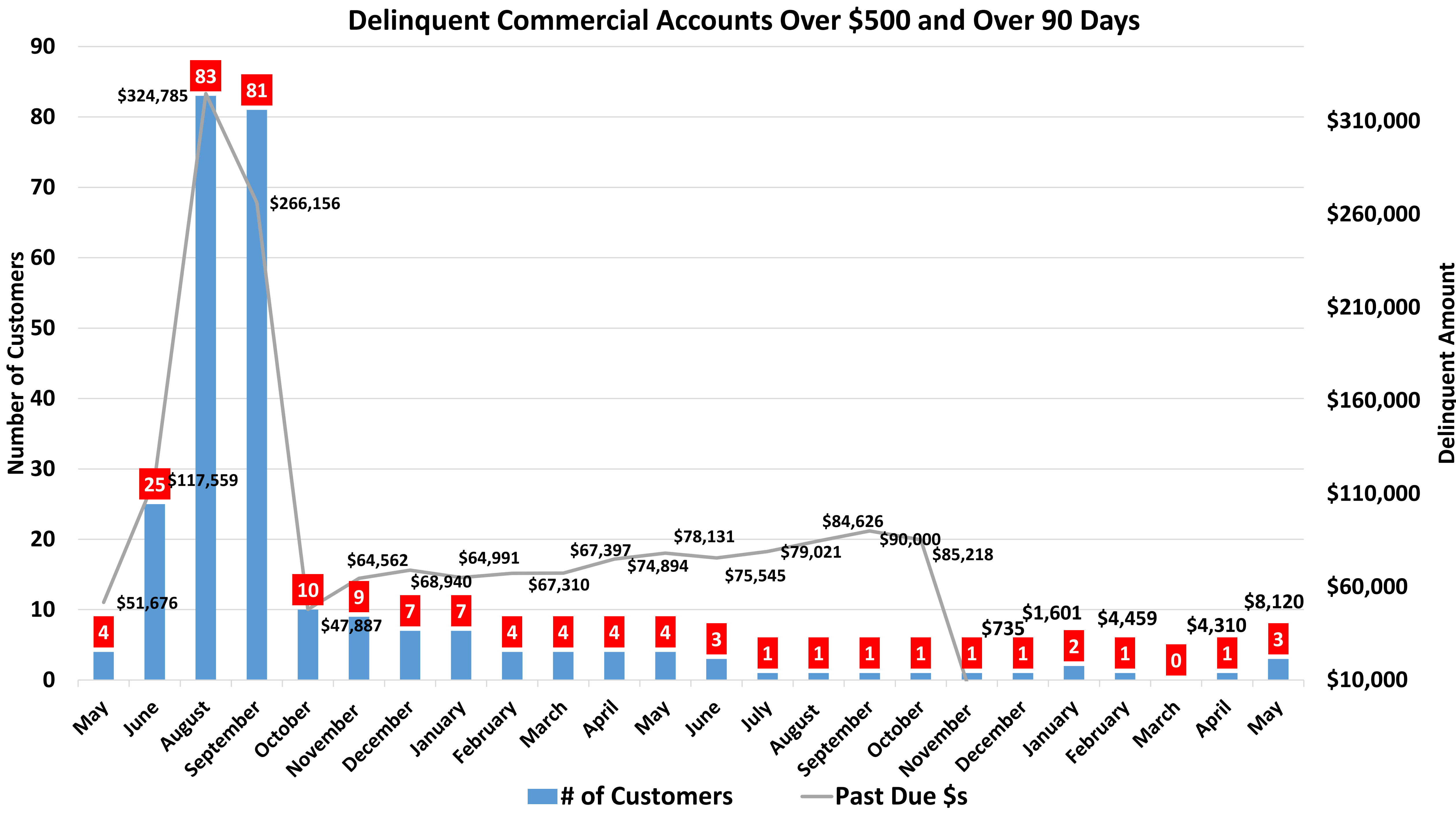


Water Production through May
1950
1900
1850
1800
1750
1700
1650
1600
1550
1500
1450
1400
Million Gallons
1583
1754
1632
1798
1641
1842
1713
1890
1734
FY2022
FY2023
FY2024
FY2025
FY2026
Water Production through May
Annual Water Production


Daily Water Production
MILLION GALLONS
9
8
7
6
5
4
3
2
1
0
1-Jul
8-Jul
15-Jul
22-Jul
29-Jul
5-Aug
12-Aug
19-Aug
26-Aug
2-Sep
9-Sep
16-Sep
23-Sep
30-Sep
7-Oct
14-Oct
21-Oct
28-Oct
4-Nov
11-Nov
18-Nov
25-Nov
2-Dec
9-Dec
16-Dec
23-Dec
30-Dec
6-Jan
13-Jan
20-Jan
27-Jan
3-Feb
10-Feb
17-Feb
24-Feb
2-Mar
9-Mar
16-Mar
23-Mar
30-Mar
6-Apr
13-Apr
20-Apr
27-Apr
4-May
11-May
18-May
25-May
1-Jun
8-Jun
15-Jun
22-Jun
29-Jun
FY24
FY25
FY26

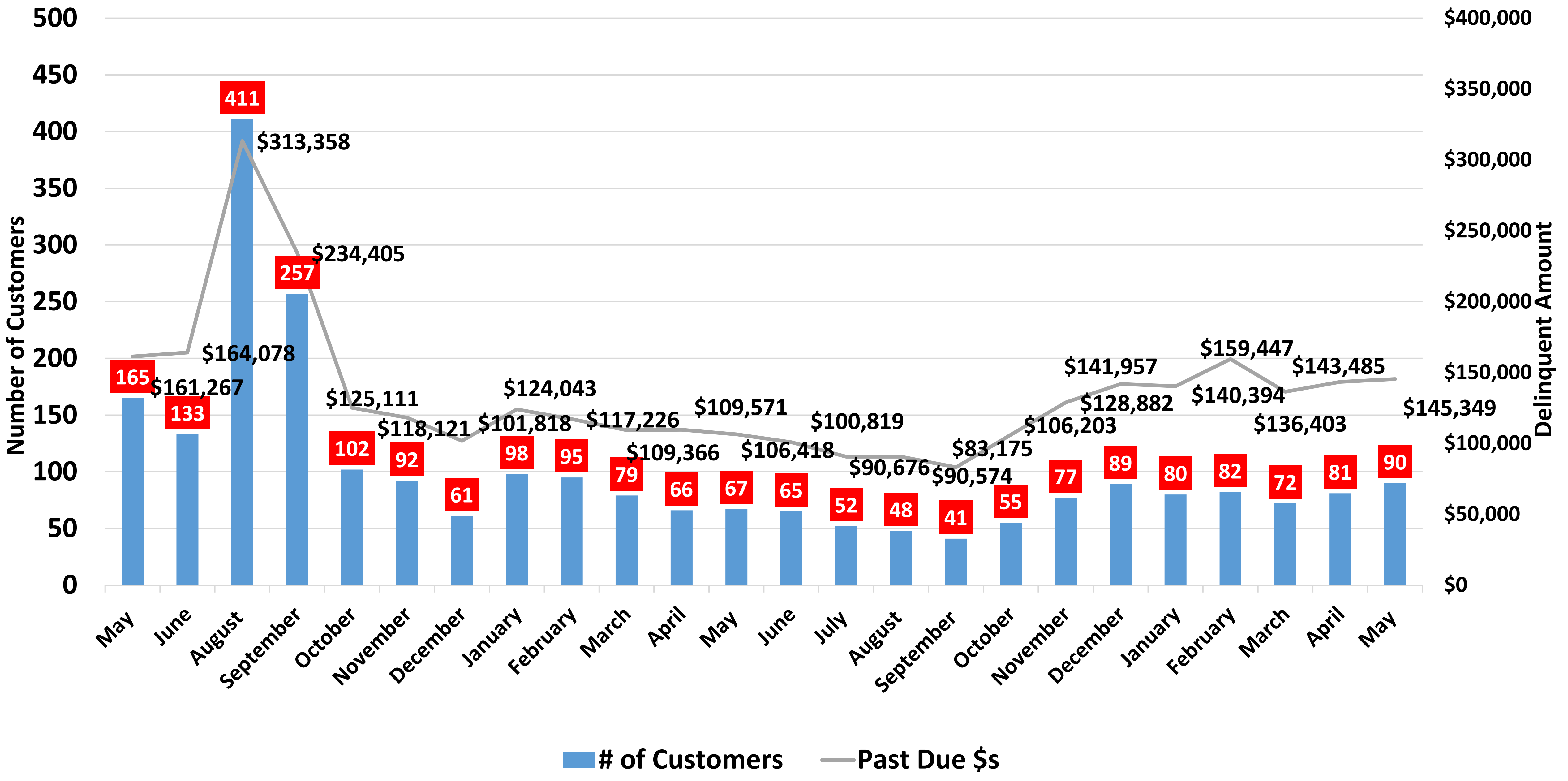

Commercial Consumption
45,000,000
40,000,000
35,000,000
30,000,000
25,000,000
20,000,000
15,000,000
10,000,000
5,000,000
-
Million Gallons
Jan
Feb
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
2023
2024
2025
2026

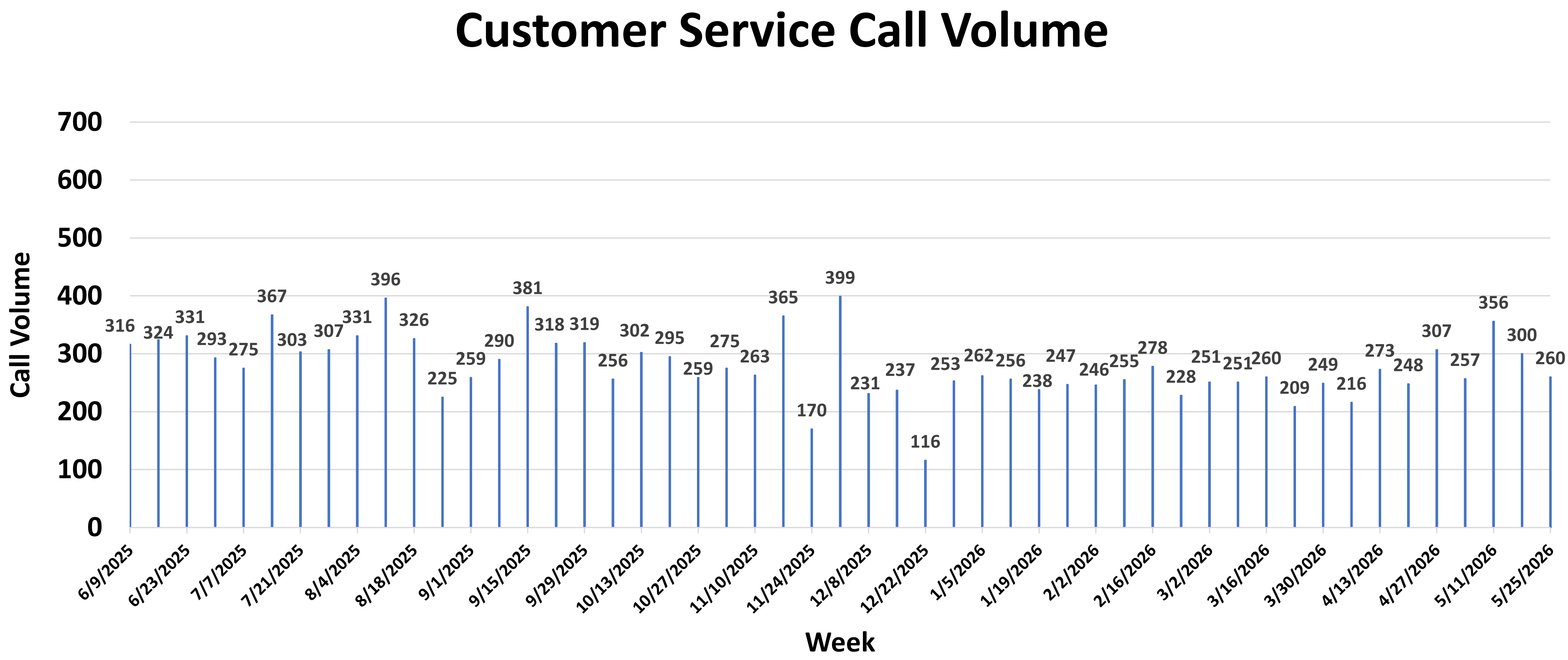

Residential Consumption
Million Gallons
160,000,000
140,000,000
120,000,000
100,000,000
80,000,000
60,000,000
40,000,000
20,000,000
0
Jan
Feb
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
2023
2024
2025
2026



Delinquent Commercial Accounts Over $500 and Over 90 Days
Number of Customers
Delinquent Amount
0
10
20
30
40
50
60
70
80
90
$10,000
$60,000
$110,000
$160,000
$210,000
$260,000
$310,000
May
June
August
September
October
November
December
January
February
March
April
May
June
July
August
September
October
November
December
January
February
March
April
May
4
25
83
81
10
9
7
7
4
4
4
4
3
1
1
1
1
1
1
2
1
0
1
3
$51,676
$117,559
$324,785
$266,156
$47,887
$64,562
$68,940
$64,991
$67,310
$67,397
$74,894
$78,131
$75,545
$79,021
$84,626
$90,000
$85,218
$735
$1,601
$4,459
$4,310
$8,120
# of Customers
Past Due $s

Delinquent Residential Accounts Over $300 and Over 90 Days




Customer Service Call Volume
Call Volume
Week
0
100
200
300
400
500
600
700
316
324
331
293
275
367
303
307
331
396
326
225
259
290
381
318
319
256
302
295
259
275
263
365
170
399
231
237
116
253
262
256
238
247
246
255
278
228
251
251
260
209
249
216
273
248
307
257
356
300
260
6/9/2025
6/23/2025
7/7/2025
7/21/2025
8/4/2025
8/18/2025
9/1/2025
9/15/2025
9/29/2025
10/13/2025
10/27/2025
11/10/2025
11/24/2025
12/8/2025
12/22/2025
1/5/2026
1/19/2026
2/2/2026
2/16/2026
3/2/2026
3/16/2026
3/30/2026
4/13/2026
4/27/2026
5/11/2026
5/25/2026