



**AGENDA**  
**BEDFORD COUNTY**  
**ECONOMIC DEVELOPMENT AUTHORITY**  
Bedford County Administration Ground Floor Training Room  
122 E. Main Street, Bedford, VA 24523  
November 04, 2021 – 5:30 PM

- (1) Call to Order & Determination of Quorum**
- (2) Approval of Agenda**
- (3) Approval of Minutes**
  - a. September 2, 2021
  - b. October 12, 2021
- (4) Reports**
  - a. Economic Development Director's Report
  - b. Business Development Report
  - c. Monthly Financial Report
  - d. Monthly Accounts Payable Report – (see Sept./Oct. bills that have been paid.)

<b>EDA</b>	
Whittington Consulting – Website Management – Sept/Oct	\$ 300.00
EDA Mileage –Sept/Oct. meeting	\$ 93.87
Julia Peters – Sept EDA meeting minutes	\$ 287.50
Riverlink Group - EDA strategy facilitation and report	\$ 1,500.00
<b>Bedford Center</b>	
Peaksview Landscaping - Sept/Oct	\$ 800.00
Town of Bedford Power – CVCC – Sept/Oct	\$ 5,750.95
BRWA – CVCC – Sept/Oct	\$ 255.13

Trane - CVCC - Sept	\$ 748.00
Elliott Construction - Light replacement	\$ 2,102.66
<b>Montvale</b>	
Perfection Cut Landscaping – Sept/Oct	\$ 595.00
<b>New London</b>	
Peaksview Landscaping - Sept/Oct	\$ 3,081.66
Southside Electric – Sept/Oct	\$ 1,107.20
Bank of the James – interest charges Sept/Oct	\$ 7,215.90
Belvac Draw #5 and #6 - Sept/Oct	\$ 498,489.87
Hurt & Proffitt – Lot 10A and 12A progress Sept/Oct.	\$ 9,450.00
Hurt & Proffitt – Wetlands Delineation	\$ 1,580.00
Thalhimer - Second half of lease commission	\$ 32,500.00
Bedford County Comm. Dev. DEQ fee (Lots 10A/12A)	\$ 756.00
<b>Washington Street Property</b>	\$ -
<b>Burnbridge Sewer</b>	
Hurt & Proffitt - September	\$872.00
<b>TOTAL:</b>	<b>\$ 567,485.74</b>

**(5) Bedford Center for Business**

**(6) Montvale Center for Commerce**

**(7) New London Business and Technology Center**

- a. Lot 7 build-out report
- b. Request to proceed with New London tree and shrub replacement IFB

**(8) {(1) Closed Session pursuant to Section 2.2-3711 (A) (5), Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.} }**

**(9) Other Business**

**Adjourn**



**MINUTES**  
**BEDFORD COUNTY**  
**ECONOMIC DEVELOPMENT AUTHORITY**  
Bedford County Administration Ground Floor Training Room  
122 E. Main Street, Bedford, VA 24523  
September 02, 2021 – 5:30 PM

**(1) Call to Order & Determination of Quorum**

**Present:** Rhonnie Smith – Dist 1; Wyatt Walton – Dist 3; Matthew Braud – Dist 4; Kristy Milton – Dist 5; James Robertson – Dist 6; Jim Messier – Dist 7

**Absent:** Vicki Gardner – Dist 2

**Staff Present:** Pam Bailey, Brandon Butler, Doug Coffman, Robert Hiss

**Guests:** County Supervisor Charla Bansley, County Supervisor Edgar Tuck

**(2) Approval of Agenda**

**Matthew Braud made a motion, seconded by James T. Robertson, Jr, to approve the agenda as presented.**

**Voting yes:** Rhonnie Smith, Wyatt H. Walton III, Matthew Braud, Kristy Milton, James T. Robertson, Jr., James T. Messier

**Voting no:** None

**Motion Passed.**

**(3) Approval of Minutes**

**a. August 5, 2021 EDA meeting minutes**

**Matthew Braud made a motion, seconded by Rhonnie Smith, to approve the Minutes of August 5, 2021**

**Voting yes:** Rhonnie Smith, Wyatt H. Walton III, Matthew Braud, Kristy Milton, James T. Robertson, Jr., James T. Messier

**Voting no:** None

**Motion Passed.**

#### (4) Reports

**a. Economic Development Director's Report**

Ms. Bailey reported that she visited Sentry Equipment, a company that is growing and expanding to a third shift, with 250 employees currently. Candidate for Governor, Glenn Younkin was there and spoke about how Bedford County was a great place to be, and she was able to share her thoughts with him. She noted that Sentry Equipment has been impacted by the shortage of parts and the increased cost of materials. She also met with representatives from Intercon, the Lynchburg Regional Business Alliance (LRBA), and the Virginia Economic Development Partnership (VEDP). Intercon is also growing and will be hiring another ten to twenty people, but they need help in finding assembly workers. Ms. Bailey also attended GO Virginia meetings where they are working on growth and diversification plans for upcoming years and she met with a couple more businesses to discuss their expansions. Grading plans for Lots 10a and 12a in the New London Business and Technology Center are underway. County Administration is in the process of applying for a Virginia Telecommunication Initiative (VATI) grant to buildout broadband through the remainder of the County. Chairman Messier signed a letter of support on behalf of the EDA for this grant.

**b. Marketing/Business Development Report**

Ms. Bailey said she included a copy of the County demographics in the EDA agenda packets, noting the County has seen a 15% increase in population since 2010. She also reviewed the unemployment and labor force figures with the EDA members. She reported that the CTE Academy is underway at CVCC. The program is offered as dual enrollment to high school students. Unfortunately, this program is not paid for by Bedford County Public Schools and no grants or financial aid is available to parents or students, although the program is a good asset for the region.

**c. Financial Reports**

Staff reviewed the financial report with the EDA members and answered questions. Ashley Anderson from Fiscal Management will come to a future EDA meeting and will cover the audit and answer the EDA's questions.

**d. Monthly Accounts Payable Report – (see August bills that have been paid)**

<b>EDA</b>	
Whittington Consulting – Website Management – August	\$ 150.00
EDA Mileage –August meeting	\$ 91.45
Julia Peters – July and August meeting minutes	\$ 331.25
<b>Bedford Center</b>	
Peaksview Landscaping/Bushhog for August	\$ 1,230.00
Town of Bedford Power – CVCC – August	\$ 2,745.43
BRWA – CVCC – June/July	\$ 125.97
Johnson Controls - Fire Suppression - Quarterly invoice	\$ 476.25
<b>Montvale</b>	
Perfection Cut Landscaping – August	\$ 170.00

<b>New London</b>	
Peaksview Landscaping/Bushhog for August	\$ 1,685.83
Southside Electric – August	\$ 553.60
Bank of the James – interest charges August	\$ 2,587.49
Belvac Draw #3	\$ 319,341.49
Hurt & Proffitt – Lot 10A and 12A progress	\$ 6,200.00
<b>Washington Street Property</b>	
Lowe's - asphalt sealer for parking lot	\$ 33.91
<b>Burnbridge Road Sewer</b>	
C.L. Garbee via Tom Scott	\$136,556.00
<b>TOTAL:</b>	<b>\$ 472,278.67</b>

Staff reviewed the accounts payable report with the EDA members and answered questions.

**(5) Town of Bedford**

Ms. Bailey reported that there is a hotel study in review by the Town EDA and more information will be forthcoming.

**(6) Bedford Center for Business**

Nothing new to report.

**(7) Montvale Center for Commerce**

Nothing new to report.

**(8) New London Business and Technology Center**

**a. Lot 7 Build-out Report**

Mr. Coffman reported that the Belvac project is almost done. The only major task left is installing the plumbing fixtures in the bathrooms and waiting on sewer connections. All the work looks good and is close to finishing. Discussion followed about Belvac and industrial construction in general.

**b. Consideration to grant credit toward purchase price of Lot 3B to Damage Prevention.**

Mr. Robertson and Mrs. Milton recently visited the site. The company built a 10,000 square foot building with a minimum investment of \$650,000 for its manufacturing facility which was to be completed by August 1. They missed the deadline for being completely finished, but staff is asking the EDA to grant the credit \$99,225 toward the purchase of the lot since the building will be completed very soon. The next milestone will be July 2024 when the

company is to reach a minimum of 15 employees and will wrap up the purchase money note with a final credit toward the value of the land.

**Wyatt H. Walton III made a motion, seconded by Kristy Milton, to approve a credit of \$99,225 toward the purchase of Lot 3b to Damage Prevention Solutions as they complete their first milestone in its agreement with the EDA.**

**Voting yes: Rhonnie Smith, Wyatt H. Walton III, Matthew Braud, Kristy Milton, James T. Robertson, Jr., James T. Messier**

**Voting no: None**

**Motion Passed.**

**c. Consideration of Damage Prevention landscaping plans**

Ms. Bailey stated that Mr. Robertson and Mrs. Milton have briefly reviewed the landscape plans of Damage Prevention. Most of the trees will be left on the perimeter of the property as per the park guidelines, and some minor landscaping will be done. She is asking for approval of the landscape plan. EDA members reviewed the pertaining diagrams included in their agenda packets. The plans were discussed, and questions answered.

**Wyatt H. Walton III made a motion, seconded by Matthew Braud, to approve Damage Prevention Solutions' landscape plan as presented.**

**Voting yes: Rhonnie Smith, Wyatt H. Walton III, Matthew Braud, Kristy Milton, James T. Robertson, Jr., James T. Messier**

**Voting no: None**

**Motion Passed.**

**(9) Closed Session - Pursuant to Section 2.2-3711 (A) (5), Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.**

**Matthew Braud made a motion, seconded by Wyatt H. Walton III, to enter into Closed Session.**

**Voting yes: Rhonnie Smith, Wyatt H. Walton III, Matthew Braud, Kristy Milton, James T. Robertson, Jr., James T. Messier**

**Voting no: None**

**Motion Passed.**

The EDA invited staff and guests to remain for the Closed Session.

**Matthew Braud made a motion, seconded by Wyatt H. Walton III, to return to regular session.**

**Voting yes: Rhonnie Smith, Wyatt H. Walton III, Matthew Braud, Kristy Milton, James T. Robertson, Jr., James T. Messier**

**Voting no: None**

**Motion Passed.**

**WHEREAS, the Bedford County Economic Development Authority has convened a Closed Meeting on this 2<sup>nd</sup> day of September 2021, pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and**

**WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Bedford County Economic Development Authority that such closed meeting was conducted in conformity with Virginia Law.**

**NOW, THEREFORE, BE IT RESOLVED, on this 2<sup>nd</sup> day of September 2021, that the Bedford County Economic Development Authority does hereby certify that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting was heard, discussed or considered by the Bedford County Economic Development Authority.**

**Rhonnie Smith – Yes  
Wyatt Walton, III – Yes  
Matthew Braud – Yes  
Kristy Milton – Yes  
James Robertson – Yes  
Jim Messier – Yes**

**(10) Other Business**

**a. Ratify Valtim Performance Agreement**

Ms. Bailey reported that in a recent Closed Session, the EDA agreed to provide Valtim with a cash incentive for the company's investment of a new inserter machine valued at \$620,000, as well as hiring two new full-time employees within the next two years for a total of 90 people. The company has agreed to the terms of the performance agreement.

**Matthew Braud made a motion, seconded by Wyatt H. Walton III, to ratify the Performance Agreement with Valtim.**

**Voting yes: Rhonnie Smith, Wyatt H. Walton III, Matthew Braud, Kristy Milton,  
James T. Robertson, Jr., James T. Messier**

**Voting no: None**

**Motion Passed.**

**b. Ratify WexcoUSA Performance Agreement**

Ms. Bailey stated that in a recent Closed Session, the EDA agreed to provide WexcoUSA with a cash incentive for the company. It is upgrading the former Bunker Hill facility and is leasing the space for five years. The company's owner is committed to bringing 20 jobs to Bedford County with an average salary of \$48,000 over the next three years. Three hundred thousand dollars is being brought into the County with another \$500,000 in new equipment over the next three years.

**Wyatt H. Walton III made a motion, seconded by James T. Robertson, Jr., to ratify the Performance Agreement with WexcoUSA.**

**Voting yes: Rhonnie Smith, Wyatt H. Walton III, Matthew Braud, Kristy Milton,  
James T. Robertson, Jr., James T. Messier**

**Voting no: None**

**Motion Passed.**

**Adjourn**

6:24 p.m.



**MEETING MINUTES**  
**ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF BEDFORD, VA**  
**Bedford County Administration Ground Floor Training Room**  
**122 E. Main Street**  
**Bedford, VA 24523**

**October 12, 2021**  
**7:00 p.m.**

**Economic Development Authority:**

**Present:** Rhonnie Smith - Dist. 1; Vicki Gardner - Dist. 2; Wyatt Walton - Dist. 3; Matthew Braud - Dist. 4; Kristy Milton - Dist. 5; James Robertson - Dist. 6; Jim Messier - Dist. 7

**Absent:** None

**Staff Present:** Pam Bailey – Economic Development Director, Brandon Butler - Senior Assistant County Attorney

**Staff Absent:** None

**Transcriber:** Julia Peters

**Guests:** None

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**(1) CALL TO ORDER & DETERMINATION OF QUORUM**

Chairman Messier called the October meeting of the Bedford County Economic Development Authority to order.

**(2) CLOSED SESSION**

**Closed Session pursuant to Section 2.2-3711 (A) (5), discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business or industry's interest in locating or expanding its facilities in the community.**

**Mr. Walton moved, seconded by Mr. Braud to enter into Closed Session.**

**Voting yes: Mr. Smith, Mrs. Gardner, Mr. Walton, Mr. Braud, Mrs. Milton, Mr. Robertson, Mr. Messier**

**Voting no: None**



## **Adopted Unanimously**

Staff remained for the Closed Session.

**WHEREAS, the Bedford County Economic Development Authority has convened a Closed Meeting on this 12th day of October 2021, pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and**

**WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Bedford County Economic Development Authority that such closed meeting was conducted in conformity with Virginia Law.**

**NOW, THEREFORE, BE IT RESOLVED, on this 12th day of October 2021, that the Bedford County Economic Development Authority does hereby certify that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting was heard, discussed or considered by the Bedford County Economic Development Authority.**

<b><u>MEMBERS</u></b>	<b><u>VOTE</u></b>
<b>Rhonnie Smith</b>	<b>Yes</b>
<b>Rhonda Gardner</b>	<b>Yes</b>
<b>Wyatt Walton, III</b>	<b>Yes</b>
<b>Matthew Braud</b>	<b>Yes</b>
<b>Kristy Milton</b>	<b>Yes</b>
<b>James Robertson</b>	<b>Yes</b>
<b>Jim Messier</b>	<b>Yes</b>

### **(3) OTHER BUSINESS**

A discussion followed regarding the possibility of 100+acre business pad-ready sites in Bedford County. Mr. Walton stated he would be opposed to this type of venture in New London. Mr. Braud asked if the 100 acres includes the road or if the land was already divided. Ms. Bailey said there are several lots that have acreage but if the lots were added together, they could encompass 100 acres. Mr. Walton thought that it would be more valuable to Bedford County to have several businesses with 30 employees rather than one very large company. Ms. Milton agreed. Mr. Smith thought it would be possible, if it was done in conjunction with partnerships and did not take the EDA's eyes off other high-tech prospects for New London. Mr. Walton noted that if this path was pursued and the EDA obtained grants, it would be locked into doing the large project. Chairman Messier said that ideally Montvale should be looked at seriously because it would need to be economically worthwhile to eliminate those tanks. Mr. Smith was in favor of pursuing, but not at the exclusion of the EDA's regular business. Mr. Robertson thought it might be worthwhile to find 100 acres elsewhere and do joint-interest investing in the site. Mrs. Gardner wanted to know how many businesses have inquired about 100 acres in Bedford County in the last ten years. Ms. Bailey said Megan Lucas, CEO of the Lynchburg Regional Business Alliance (LRBA), shared that the prospects turned down in the region have wanted at least 27 graded acres. Ms. Bailey also stated there is a prospect that wants to build a 400,000 square foot building in New London and another prospect is interested in 60 acres for a large building. Mrs. Milton said that the EDA should focus on the day-to-day small businesses and let the LRBA focus on the large business prospects. Ms. Bailey and Mr. Smith noted that to steer the LRBA toward Bedford, there must be large acreage sites available in the County. Ms.

Bailey said that according to Ms. Lucas, Bedford has lost 27 projects since 2015 due to not having natural gas available. Mrs. Milton remarked that a prospect for 100 acres will want to have natural gas. Ms. Bailey informed the EDA members that Campbell County just received a GO Virginia grant to extend their natural gas line. However, the catch is that they must have a prospect that will use the newly built gas line. Ms. Bailey has spoken to Columbia about building out a gas line for Bedford County. She was told it would cost approximately \$10 million to do so. Discussion ended.

**(4) ADJOURNMENT**

7:20 p.m.

**APPROVED:**

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**Chairman**

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**Secretary**

10/28/2021 09:32  
pbailey

Bedford County, VA  
YEAR-TO-DATE BUDGET REPORT

P 1  
glytdbud

FOR 2022 04

ACCOUNTS FOR: 556 ECONOMIC DEVELOPMENT AUTHORITY	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/>							
561500 EDA INTEREST EARNINGS							
<hr/>							
<a href="#">561500 415210 BRWA CELL TOWER I</a>	0	0	0	-2,653.02	.00	2,653.02	100.0%
TOTAL EDA INTEREST EARNINGS	0	0	0	-2,653.02	.00	2,653.02	100.0%
<hr/>							
561800 EDA MISC REVENUE							
<hr/>							
<a href="#">561800 418901 BBRDG BURNBRIDGE -</a>	0	0	0	-162,450.00	.00	162,450.00	100.0%
<a href="#">561800 418901 BRWA BRWA - MISCEL</a>	-5,000	0	-5,000	.00	.00	-5,000.00	.0%
TOTAL EDA MISC REVENUE	-5,000	0	-5,000	-162,450.00	.00	157,450.00	3249.0%
<hr/>							
561900 EDA RECOVERED COSTS							
<hr/>							
<a href="#">561900 419010 BBRDG RECOVERED CO</a>	-116,500	0	-116,500	-39,710.00	.00	-76,790.00	34.1%
<a href="#">561900 419010 LU RECOVERED COSTS</a>	-2,597	0	-2,597	.00	.00	-2,597.00	.0%
<a href="#">561900 419010 NANO RECOVERED COS</a>	-393	0	-393	.00	.00	-393.00	.0%
<a href="#">561900 419010 SMPLM SMPLM -RECOV</a>	-1,061	0	-1,061	.00	.00	-1,061.00	.0%
TOTAL EDA RECOVERED COSTS	-120,551	0	-120,551	-39,710.00	.00	-80,841.00	32.9%
<hr/>							
564100 EDA OTHER FINANCING SOURCES							
<hr/>							
<a href="#">564100 441110 TRANSFER FROM GEN</a>	-263,055	0	-263,055	15,000.00	.00	-278,055.00	-5.7%
<a href="#">564100 441133 TRANSFER FROM CIP</a>	-160,000	0	-160,000	.00	.00	-160,000.00	.0%
TOTAL EDA OTHER FINANCING SOURCES	-423,055	0	-423,055	15,000.00	.00	-438,055.00	-3.5%
<hr/>							
565600 EDA ADMINISTRATION							
<hr/>							
<a href="#">565600 531110 ACCOUNTING &amp; AUDI</a>	8,000	0	8,000	6,900.00	.00	1,100.00	86.3%
<a href="#">565600 531120 ADVERTISING SERVI</a>	2,500	0	2,500	685.99	.00	1,814.01	27.4%
<a href="#">565600 531130 ATTORNEY AND LEGA</a>	2,500	0	2,500	.00	.00	2,500.00	.0%

10/28/2021 09:32  
pbailey

Bedford County, VA  
YEAR-TO-DATE BUDGET REPORT

P 2  
glytdbud

FOR 2022 04

ACCOUNTS FOR: 556 ECONOMIC DEVELOPMENT AUTHORITY	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
565600 531220 SKILLED SERVICES	2,500	0	2,500	2,118.75	.00	381.25	84.8%
565600 531410 BUILDING REPAIR &	200,000	0	200,000	.00	.00	200,000.00	.0%
565600 531420 GROUNDS REPAIR &	0	0	0	675.00	.00	-675.00	100.0%
565600 531510 POSTAGE AND FREIG	120	0	120	.00	.00	120.00	.0%
565600 531730 CONFERENCE & EDUC	1,500	0	1,500	-15.00	.00	1,515.00	-1.0%
565600 531750 EMPLOYEE RECOGNIT	100	0	100	.00	.00	100.00	.0%
565600 531820 TRAVEL MILEAGE	1,200	0	1,200	229.62	.00	970.38	19.1%
565600 541270 CONTRIBUTIONS TO	2,500	0	2,500	2,500.00	.00	.00	100.0%
565600 551130 BBRDG BURNBRIDGE -	0	0	0	196,730.00	.00	-196,730.00	100.0%
565600 551210 GENERAL LIABILITY	1,617	0	1,617	.00	.00	1,617.00	.0%
565600 551220 AUTOMOBILE LIABIL	150	0	150	.00	.00	150.00	.0%
565600 551230 PROPERTY INSURANC	8,000	0	8,000	.00	.00	8,000.00	.0%
565600 551240 BOILER AND MACHIN	750	0	750	.00	.00	750.00	.0%
565600 551250 OTHER FINANCIAL I	675	0	675	.00	.00	675.00	.0%
565600 551260 PUBLIC OFFICIALS	182	0	182	.00	.00	182.00	.0%
565600 551290 CYBER RISK INSURA	100	0	100	.00	.00	100.00	.0%
565600 561120 OFFICE SUPPLIES	175	0	175	.00	.00	175.00	.0%
565600 561140 FOOD & MEALS NON-	1,800	0	1,800	936.75	.00	863.25	52.0%
565600 561140 BDONE-BDONG-FOOD M	1,200	0	1,200	30.93	.00	1,169.07	2.6%
565600 561140 BSAPP BSAPP-FOOD M	2,500	0	2,500	.00	.00	2,500.00	.0%
565600 582150 BBRDG BBRDG - UTIL	266,500	0	266,500	872.00	.00	265,628.00	.3%
TOTAL EDA ADMINISTRATION	504,569	0	504,569	211,664.04	.00	292,904.96	41.9%
565610 EDA PERFORMANCE INCENTIVES							
565610 541530 PERFORMANCE INCEN	120,000	0	120,000	30,000.00	.00	90,000.00	25.0%
TOTAL EDA PERFORMANCE INCENTIVES	120,000	0	120,000	30,000.00	.00	90,000.00	25.0%
565615 EDA BEDFORD CTR FOR BUSINESS							
565615 531120 ADVERTISING SERVI	500	0	500	.00	.00	500.00	.0%
565615 531410 BUILDING REPAIR &	1,100	0	1,100	961.25	.00	138.75	87.4%
565615 531410 CVCC CVCC-BLDG REP	0	0	0	2,102.66	.00	-2,102.66	100.0%
565615 531420 GROUNDS REPAIR &	8,900	0	8,900	2,430.00	.00	6,470.00	27.3%
565615 531430 EQUIPMENT REPAIR	5,000	0	5,000	6,408.00	.00	-1,408.00	128.2%
565615 551110 ELECTRICAL SERVIC	0	0	0	11,218.61	.00	-11,218.61	100.0%
565615 551110 CVCC CVCC-ELECTRIC	40,000	0	40,000	.00	.00	40,000.00	.0%
565615 551130 CVCC CVCC-WATER &	2,000	0	2,000	351.57	.00	1,648.43	17.6%

10/28/2021 09:32  
pbailey

Bedford County, VA  
YEAR-TO-DATE BUDGET REPORT

P 3  
glytdbud

FOR 2022 04

ACCOUNTS FOR: 556 ECONOMIC DEVELOPMENT AUTHORITY	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL EDA BEDFORD CTR FOR BUSINESS	57,500	0	57,500	23,472.09	.00	34,027.91	40.8%
56561515 RENT							
<a href="#">56561515 415201 CVCC PROPERTY RE</a>	-142,296	0	-142,296	-142,296.00	.00	.00	100.0%
<a href="#">56561515 415201 ECOST PROPERTY R</a>	-121,280	0	-121,280	-40,426.68	.00	-80,853.32	33.3%
<a href="#">56561515 415201 MBC PROPERTY REN</a>	-3,600	0	-3,600	-1,200.00	.00	-2,400.00	33.3%
TOTAL RENT	-267,176	0	-267,176	-183,922.68	.00	-83,253.32	68.8%
565621 EDA BEDFORD BREWERY							
<a href="#">565621 591130 VCC VCC-DEBT PRINC</a>	12,450	0	12,450	2,987.36	.00	9,462.64	24.0%
<a href="#">565621 591140 VCC VCC-DEBT INTER</a>	31,368	0	31,368	7,967.23	.00	23,401.13	25.4%
TOTAL EDA BEDFORD BREWERY	43,818	0	43,818	10,954.59	.00	32,863.77	25.0%
56562115 RENT							
<a href="#">56562115 415201 BREW PROPERTY RE</a>	-43,818	0	-43,818	-14,606.12	.00	-29,212.24	33.3%
TOTAL RENT	-43,818	0	-43,818	-14,606.12	.00	-29,212.24	33.3%
565650 EDA LAKE VISTA CORP CENTER							
<a href="#">565650 531410 BUILDING REPAIR &amp;</a>	0	0	0	80.00	.00	-80.00	100.0%
TOTAL EDA LAKE VISTA CORP CENTER	0	0	0	80.00	.00	-80.00	100.0%
56565015 RENT							
<a href="#">56565015 415201 VISTA PROPERTY R</a>	-24,550	0	-24,550	-6,000.00	.00	-18,550.00	24.4%
TOTAL RENT	-24,550	0	-24,550	-6,000.00	.00	-18,550.00	24.4%

10/28/2021 09:32  
pbailey

Bedford County, VA  
YEAR-TO-DATE BUDGET REPORT

P 4  
glytdbud

FOR 2022 04

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD	ENCUMBRANCES	AVAILABLE	PCT
556 ECONOMIC DEVELOPMENT AUTHORITY	APPROP	ADJSTMTS	BUDGET	ACTUAL		BUDGET	USED
<hr/>							
565655 EDA MONTVALE CTR FOR COMMERCE							
<hr/>							
<a href="#">565655 531120 ADVERTISING SERVI</a>	500	0	500	.00	.00	500.00	.0%
<a href="#">565655 531420 GROUNDS REPAIR &amp;</a>	4,000	0	4,000	765.00	.00	3,235.00	19.1%
TOTAL EDA MONTVALE CTR FOR COMMERCE	4,500	0	4,500	765.00	.00	3,735.00	17.0%
<hr/>							
565680 EDA ELBA'S							
<hr/>							
<a href="#">565680 531410 BUILDING REPAIR &amp;</a>	10,000	0	10,000	.00	.00	10,000.00	.0%
<a href="#">565680 531420 GROUNDS REPAIR &amp;</a>	2,500	0	2,500	.00	.00	2,500.00	.0%
<a href="#">565680 541610 REAL PROPERTY TAX</a>	400	0	400	.00	.00	400.00	.0%
<a href="#">565680 561520 GROUNDS MATERIALS</a>	0	0	0	33.91	.00	-33.91	100.0%
TOTAL EDA ELBA'S	12,900	0	12,900	33.91	.00	12,866.09	.3%
<hr/>							
565685 EDA NEW LONDON							
<hr/>							
<a href="#">565685 531120 ADVERTISING SERVI</a>	3,000	0	3,000	618.75	.00	2,381.25	20.6%
<a href="#">565685 531140 LOT7 SHELL BLDG -</a>	0	0	0	32,500.00	.00	-32,500.00	100.0%
<a href="#">565685 531210 A &amp; E SERVICES</a>	20,000	0	20,000	910.00	.00	19,090.00	4.6%
<a href="#">565685 531210 LT10A NLBTC-LOT 10</a>	0	0	0	4,200.00	.00	-4,200.00	100.0%
<a href="#">565685 531220 SKILLED SERVICES</a>	0	0	0	1,360.00	.00	-1,360.00	100.0%
<a href="#">565685 531420 GROUNDS REPAIR &amp;</a>	20,000	0	20,000	6,178.32	.00	13,821.68	30.9%
<a href="#">565685 551110 ELECTRICAL SERVIC</a>	7,100	0	7,100	2,214.40	.00	4,885.60	31.2%
<a href="#">565685 551150 LOT7 SHELL BUILDIN</a>	0	0	0	-15.00	.00	15.00	100.0%
<a href="#">565685 561570 SIGNAGE</a>	1,000	0	1,000	.00	.00	1,000.00	.0%
<a href="#">565685 581120 NETWORK EQUIPMENT</a>	0	0	0	65.00	.00	-65.00	100.0%
<a href="#">565685 582130 LOT7 SHELL - BUILD</a>	0	0	0	1,206,262.21	.00	-1,206,262.21	100.0%
<a href="#">565685 582140 SITE IMPROVEMENTS</a>	160,000	0	160,000	.00	.00	160,000.00	.0%
<a href="#">565685 591130 LOT7 SHELL BLDG -</a>	149,292	0	149,292	.00	.00	149,292.00	.0%
<a href="#">565685 591140 LOT7 SHELL BLDG -</a>	4,583	0	4,583	11,068.23	.00	-6,484.90	241.5%
TOTAL EDA NEW LONDON	364,975	0	364,975	1,265,361.91	.00	-900,386.58	346.7%
<hr/>							
56568515 RENT							
<hr/>							
<a href="#">56568515 415201 BLVAC PROPERTY R</a>	-238,333	0	-238,333	-21,666.67	.00	-216,666.65	9.1%
TOTAL RENT	-238,333	0	-238,333	-21,666.67	.00	-216,666.65	9.1%

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 Bedford County, VA  
 YEAR-TO-DATE BUDGET REPORT

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 glytdbud

FOR 2022 04

ACCOUNTS FOR: 556	ECONOMIC DEVELOPMENT AUTHORITY	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL ECONOMIC DEVELOPMENT AUTHORITY		-14,221	0	-14,221	1,126,323.05	.00	-1,140,544.04	-7920.1%
	TOTAL REVENUES	-1,122,484	0	-1,122,484	-416,008.49	.00	-706,475.19	
	TOTAL EXPENSES	1,108,263	0	1,108,263	1,542,331.54	.00	-434,068.85	

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 Bedford County, VA  
 YEAR-TO-DATE BUDGET REPORT

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 glytdbud

FOR 2022 04

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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GRAND TOTAL	-14,221	0	-14,221	1,126,323.05	.00	-1,140,544.04	-7920.1%
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 Bedford County, VA  
 ACCOUNT DETAIL HISTORY FOR 2021 01 TO 2021 12

 P 1  
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ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE
556	110010	EQUITY IN GENERAL CHECKING						
21/06	28 12/31/20	GEN		CRCT POOLED			709,711.43	709,711.43
21/07	58 01/07/21	APP C0107					-950.60	708,760.83
21/07	108 01/05/21	CRP					3,651.53	712,412.36
21/07	137 01/12/21	APP C0112					-70.51	712,341.85
21/07	392 01/21/21	APP C0121					-20.94	712,320.91
21/07	471 01/26/21	APP C0126					-107.41	712,213.50
21/07	546 01/27/21	GEN					-3,651.53	708,561.97
21/07	725 01/19/21	GEN 010221					-689.08	707,872.89
21/07	738 01/22/21	CRP					10,406.67	718,279.56
21/08	26 02/02/21	APP C0202					-226.50	718,053.06
21/08	105 02/04/21	APP C0204					-3,224.69	714,828.37
21/08	243 02/09/21	APP C0209					-7,485.53	707,342.84
21/08	312 02/05/21	CRP					5,151.53	712,494.37
21/08	382 02/16/21	APP C0216					-37,039.68	675,454.69
21/08	523 02/23/21	APP C0223					-817.69	674,637.00
21/08	820 02/24/21	CRP					10,406.67	685,043.67
21/08	854 02/19/21	GEN		2/2/21 PCARD			-162.71	684,880.96
21/09	5 03/02/21	APP L0302					-285.47	684,595.49
21/09	56 03/03/21	CRP					1,500.00	686,095.49
21/09	98 03/09/21	APP C0309					-4,662.94	681,432.55
21/09	129 03/09/21	CRP					3,651.53	685,084.08
21/09	137 03/01/21	GEN		VCC DEPT PMT			-3,651.53	681,432.55
21/09	256 03/16/21	APP C0316					-36,150.05	645,282.50
21/09	282 03/16/21	CRP					10,106.67	655,389.17
21/09	543 03/23/21	CRP					1,060.89	656,450.06
21/09	592 03/26/21	CRP					1,893.20	658,343.26
21/09	654 03/30/21	APP C0330					-6,259.11	652,084.15
21/09	656 03/29/21	GEN		VCC PMT-BEAL			-3,651.53	648,432.62
21/09	704 03/30/21	CRP					300.00	648,732.62
21/09	833 03/11/21	GEN JHA		EDA GRANT XF			666,600.54	1,315,333.16
21/09	843 03/19/21	GEN		REC PCARD PM			-293.69	1,315,039.47
21/09	987 03/11/21	GEN JHA		XFER TRRC GR			566,600.54	1,881,640.01
21/10	79 04/02/21	CRP					3,651.53	1,885,291.54
21/10	97 04/06/21	APP C0406					-230.00	1,885,061.54
21/10	206 04/13/21	APP C0413					-6,008.68	1,879,052.86
21/10	370 04/16/21	CRP					10,106.67	1,889,159.53
21/10	416 04/20/21	APP C0420					-1,347.27	1,887,812.26
21/10	462 04/20/21	CRP					300.00	1,888,112.26
21/10	585 04/27/21	APP C0427					-205.58	1,887,906.68
21/10	648 04/27/21	GEN		REC DEBT SVC			-3,651.53	1,884,255.15
21/10	653 04/29/21	APP C0429					-22,202.01	1,862,053.14
21/10	863 04/19/21	GEN		4.2.21 PCARD			-448.75	1,861,604.39
21/11	42 05/04/21	APP C0504					-26.00	1,861,578.39
21/11	138 05/03/21	CRP					1,500.00	1,863,078.39
21/11	210 05/11/21	APP C0511					-173,725.27	1,689,353.12
21/11	308 05/05/21	CRP					3,651.53	1,693,004.65
21/11	410 05/14/21	CRP					10,106.67	1,703,111.32
21/11	425 05/18/21	APP C0518					-81,568.64	1,621,542.68
21/11	533 05/21/21	APP VOID					170,274.87	1,791,817.55
21/11	534 05/21/21	APP C0521					-170,274.87	1,621,542.68
21/11	780 05/27/21	GEN		REC DEBT PMT			-3,651.53	1,617,891.15

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Bedford County, VA  
ACCOUNT DETAIL HISTORY FOR 2021 01 TO 2021 12

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ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE
21/11	802 05/27/21	CRP					2,000.00	1,619,891.15
21/11	831 05/25/21	CRP					36,500.00	1,656,391.15
21/11	900 05/19/21	GEN		5.2.21 PCARD			-1,886.10	1,654,505.05
21/12	23 06/03/21	APP C0603					-382,019.35	1,272,485.70
21/12	110 06/08/21	APP C0608					-2,687.21	1,269,798.49
21/12	127 06/08/21	CRP					3,651.53	1,273,450.02
21/12	262 06/15/21	APP C0615					-2,410.19	1,271,039.83
21/12	307 06/15/21	CRP					142,296.00	1,413,335.83
21/12	377 06/21/21	CRP					300.00	1,413,635.83
21/12	378 06/14/21	CRP					562,304.44	1,975,940.27
21/12	430 06/24/21	APP C0624					-50,966.23	1,924,974.04
21/12	615 06/18/21	GEN		6.2.21 PCARD			-733.24	1,924,240.80
21/12	627 06/30/21	APP C0630					-838.93	1,923,401.87
21/12	628 06/28/21	GEN		REC DEBT PMT			-3,651.53	1,919,750.34
21/12	667 06/29/21	CRP					2,000.00	1,921,750.34
21/12	747 06/25/21	GEN JHA		INT PAY SHEL			-795.83	1,920,954.51

LEDGER BALANCES --- DEBITS: 2,939,684.44 CREDITS: -1,018,729.93 NET: 1,920,954.51

GRAND TOTAL --- DEBITS: 2,939,684.44 CREDITS: -1,018,729.93 NET: 1,920,954.51

67 Records printed

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 Bedford County, VA  
 ACCOUNT DETAIL HISTORY FOR 2022 01 TO 2022 12

 P 1  
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ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE
556	110010	EQUITY IN GENERAL CHECKING						
22/01	79 07/08/21	APP C0708					-391,080.85	-391,080.85
22/01	229 07/06/21	CRP					3,651.53	-387,429.32
22/01	291 07/14/21	CRP					10,106.67	-377,322.65
22/01	434 07/20/21	APP C0720					-10,236.66	-387,559.31
22/01	667 07/27/21	APP C0727					-2,029.19	-389,588.50
22/01	677 07/26/21	GEN JHA		INT PAY SHEL			-1,264.84	-390,853.34
22/01	689 07/26/21	CRP					300.00	-390,553.34
22/01	747 07/28/21	CRP					2,000.00	-388,553.34
22/01	832 07/19/21	GEN		7/2/21 PCARD			-321.70	-388,875.04
22/01	879 07/27/21	GEN		REC DEBT PMT			-3,651.53	-392,526.57
22/02	47 08/03/21	APP C0803					-136,556.00	-529,082.57
22/02	115 08/04/21	CRP					388,430.85	-140,651.72
22/02	223 08/10/21	APP C0810					-329,306.92	-469,958.64
22/02	388 08/13/21	CRP					3,651.53	-466,307.11
22/02	445 08/17/21	APP C0817					-34,179.63	-500,486.74
22/02	661 08/24/21	APP C0824					-3,394.99	-503,881.73
22/02	693 08/16/21	CRP					319,341.49	-184,540.24
22/02	878 08/31/21	APP C0831					-114.52	-184,654.76
22/02	888 08/24/21	CRP					2,300.00	-182,354.76
22/02	921 08/27/21	GEN		REC DEBT PMT			-3,651.53	-186,006.29
22/02	982 08/19/21	GEN		REC PCARD WI			-562.99	-186,569.28
22/02	1020 08/18/21	CRP					10,106.67	-176,462.61
22/03	139 09/08/21	APP 0907AP					-502,816.02	-679,278.63
22/03	299 09/13/21	CRP					3,651.53	-675,627.10
22/03	392 09/15/21	APP C0915					-3,852.93	-679,480.03
22/03	679 09/28/21	APP C0928					-6,710.10	-686,190.13
22/03	825 09/27/21	GEN		REC DEBT PMT			-3,651.53	-689,841.66
22/03	938 09/29/21	CRP					615,403.69	-74,437.97
22/04	68 10/05/21	APP C1005					-19,200.00	-93,637.97
22/04	276 10/12/21	APP C1021					-32,937.50	-126,575.47
22/04	405 10/08/21	CRP					25,318.20	-101,257.27
22/04	516 10/19/21	APP C1019					-57,942.85	-159,200.12
22/04	690 10/20/21	CRP					10,106.67	-149,093.45
22/04	730 10/22/21	CRP					300.00	-148,793.45
22/04	798 10/26/21	APP C1026					-13,456.37	-162,249.82
LEDGER BALANCES --- DEBITS:				1,394,668.83	CREDITS:	-1,556,918.65	NET:	-162,249.82
GRAND TOTAL --- DEBITS:				1,394,668.83	CREDITS:	-1,556,918.65	NET:	-162,249.82

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**Bank of the James Shell Building Loan**

Loan Amount

\$2,000,000

<u>Date</u>	<u>Description</u>	<u>Draw Amount</u>	<u>Payment Amount</u>	<u>Principal</u>	<u>Interest</u>	<u>Loan Balance</u>	<u>Available to Draw</u>	<u>Date Verified</u>
4/27/2021	Beginning Balance						\$2,000,000.00	
4/27/2021	Closing Costs	8,989.00				8,989.00	\$1,991,011.00	
4/27/2021	Settlement Service	13,181.67				22,170.67	\$1,977,829.33	24-May
4/29/2021	Wire payment to the BoJ		22,202.01	22,151.21	50.80	19.46	\$1,977,829.33	
6/4/2021	Draw #1	551,897.77				551,917.23	\$1,425,931.56	
6/25/2021	Wire payment to the BoJ				795.83	551,917.23	\$1,425,931.56	22-Jun
6/25/2021	Wire Fees	15.00				551,932.23	\$1,425,916.56	
7/26/2021	Wire payment to the BoJ				1,264.84	551,932.23	\$1,425,916.56	21-Jul
7/26/2021	Wire Fees	15.00				551,947.23	\$1,425,901.56	
7/27/2021	Draw #2	388,430.85				940,378.08	\$1,037,470.71	
8/10/2021	Draw #3	319,341.49				1,259,719.57	\$718,129.22	
8/24/2021	Payment to BoJ Ck# 9005953				2,587.49	1,259,719.57	\$718,129.22	24-Aug
8/24/2021	Refund of wire fees	(30.00)				1,259,689.57	\$718,159.22	21-Sep Difference is refund of wire fees
9/16/2021	Draw #4	440,547.02				1,700,236.59	\$277,612.20	
9/28/2021	Payment to BoJ Ck# 9006997				2,983.00	1,700,236.59	\$277,612.20	21-Oct Difference is refund of wire fees
10/26/2021	Payment to BoJ Ck#				4,232.90	1,700,236.59	\$277,612.20	

**Bank of the James Shell Building Loan**

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Check/Deposit Date</u>	<u>Check/Receipt Number</u>	<u>Notes</u>
4/29/2021	Check to Bank of the James	22,202.01	4/29/2021	9001673	
5/11/2021	Check to Belvac		5/11/2021	9002010	Voided - Wrong address
5/21/2021	Check to Belvac	170,274.87	5/21/2021	9002409	
6/3/2021	Check to Belvac	381,622.90	6/3/2021	9002713	
6/24/2021	Draw #1 from BoJ	(551,897.77)	6/24/2021	127225	
7/8/2021	Check to Belvac	388,430.85	7/8/2021	9004277	
8/4/2021	Draw #2 from BoJ	(388,430.85)	8/4/2021	132481	
8/10/2021	Check to Belvac	319,341.49	8/10/2021	9005433	
8/10/2021	Draw #3 from BoJ	(319,341.49)	8/16/2021	132515	
8/24/2021	Check to Bank of the James	2,587.49	8/24/2021	9005953	
9/8/2021	Check to Belvac	440,547.02	9/8/2021	9006439	
9/20/2021	Draw #4 from BoJ	(440,547.02)	9/29/2021	137862	
9/28/2021	Check to Bank of the James	2,983.00	9/28/2021	9006997	
10/19/2021	Check to Belvac	57,942.85	10/19/2021	9007722	

<u>Date</u>	<u>Vendor</u>	<u>Amount</u>	<u>Description</u>
1/14/2021	Southside Electric	644.36	Electiral Service
2/9/2021	Southside Electric	639.19	Electiral Service
3/10/2021	Southside Electric	637.23	Electiral Service
3/22/2021	BRWA	6,150.00	Final cost of connecting water
5/13/2021	Southside Electric	648.71	Electiral Service
5/3/2021	Belvac	170,274.87	Building Improvements
5/28/2021	Belvac	381,622.90	Building Improvements
6/4/2021	Southside Electric	28,161.73	Final cost of connecting electric
7/27/2021	Belvac	388,430.85	Building Improvements
7/30/2021	Belvac	319,341.49	Building Improvements
8/26/2021	Belvac	440,547.02	Building Improvements
9/23/2021	Belvac	57,942.85	Building Improvements
Total Project Cost			1,795,041.20

**BEDFORD COUNTY  
INVITATION FOR BIDS (IFB)**

**Issue Date:** November 8, 2021

**Title:** New London Business and Development Center Tree & Shrub Replacement

**Issued By:** Bedford County Department of Public Works  
County Administration Building  
122 East Main Street, Suite 210  
Bedford, VA 24523

**Place of Performance:** Various Locations throughout Bedford County

Sealed Bids Will Be Received Until **3:00 p.m., December 6, 2021,** For Furnishing the Services Described Herein And Then Opened In Public. **No Late Bids Will Be Accepted.**

All Inquiries For Information Should Be Directed To: Doug Coffman, Director of Public Works, Phone: (540) 586-7601, E-mail: [dcoffman@bedfordcountyva.gov](mailto:dcoffman@bedfordcountyva.gov)

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE, IF BIDS ARE HAND DELIVERED, DELIVER TO:

**Bedford County Administration Office  
122 East Main Street, Suite 202  
Bedford, VA 24523**

**Site visits can be arranged by coordinating with Doug Coffman at the contact information listed above.**

**ATTENTION ALL BIDDERS: FOR CONDITIONS OF BIDDING, INCLUDING INSTRUCTIONS REGARDING BID SUBMISSIONS, PLEASE REFER TO GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.**

IF YOU NEED ANY REASONABLE ACCOMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

**BIDDERS ARE RESPONSIBLE FOR ANY AND ALL ADDENDA ASSOCIATED WITH THE SOLICITATION.**

**To check for updates, please go to:**

<https://www.bedfordcountyva.gov/about-bedford/administration/procurement>

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**\* RETURN THESE PAGES**



## 1.0 **PURPOSE**

The purpose and intent of this Invitation for Bid is to establish a firm fixed price contract with one or more qualified Contractor(s) to provide plant replacement services in Bedford County, in accordance with the terms, conditions and specifications contained herein. This solicitation is issued by the Bedford County Department of Public Works on behalf of the Bedford County Board of Supervisors, a political subdivision of the Commonwealth of Virginia, herein referred to collectively for convenience as “Owner”.

## 2.0 **SCOPE OF WORK**

The Contractor shall provide all equipment, resources and qualified personnel required to install trees and shrubs as described below. The Owner reserves the right to add or delete related item requirements during the term of the contract, at the unit prices specified in the resulting contract.

### 2. A. General Requirements:

#### 2.A.1 Shrub Replacement:

Azalea	1 each
Shamrock Hollies	31 each

#### 2.A.2 Tree Replacement:

Dogwood (white or red)	20 each
Crape Myrtles (white)	20 each
Zelkova trees	20 each
Redbud trees	20 each

2. A.3 Prior to installation of new plants, contractor is responsible for removal of dead or dying shrubs and trees.

2.A.4 Contractor is responsible for planting, staking, mulching, and watering at planting.

2.B. Contractor Equipment and Personnel: The Contractor shall provide all equipment, labor, and materials to perform the above scope of work.

2.B.1 When parked in a public area, Contractor’s trucks and trailers must be clearly marked with safety cones or other devices to ensure the public is well aware of their presence during operations and grounds maintenance.

2.B.2 Unless specifically approved by Owner, sub-contractors are not acceptable to provide services awarded through this contract; all services must be provided by the Contractor and the Contractor’s employees. Contractor personnel must be aware of the safety of the public at all times during operations, adhering to all federal, state, and local safety laws. The Contractor shall

assume all on-the-job responsibilities for the actions of Contractor's personnel.

2. C. Scheduling Services: Prior to the beginning of installation, Contractor will coordinate schedules with owner. For successful performance under this contract, good communication between Contractor and Owner's representative is imperative.

### 3.0 **SUBMISSION OF BIDS**

3. A **Bidders are reminded to return all required forms/documents when submitting their bid.**

Checklist:

- 1) Bid Form
- 2) State Corporation Commission Form
- 3) Contractor's Data Sheet
- 4) Insurance Checklist

3. B All bids shall be submitted in a sealed envelope or package with the **bid title and the bidder's name and address on the outside** of such envelope or package.

3. C Bids received after the due date/time will not be considered for contract award and will be returned to the Bidder.

3. D All questions pertaining to this solicitation must be received by the Buyer indicated on page one (1) of this solicitation, no later than five (5) business days prior to the date set for the bid opening.

3. E Bidders are reminded that changes to the bid, in the form of addenda are often issued between the issue date and within three (3) days before the due date. Addenda are posted our website:

<https://www.bedfordcountyva.gov/about-bedford/administration/procurement>

**It is the responsibility of the Bidder to monitor for issued addenda. Acknowledge all addenda on the Bid Form.**

### 4.0 **EVALUATION AND AWARD**

4. A Bid Prices: Bidders shall price this as a lump sum turnkey project. **Failure to return completed bid forms properly may result in the Bidder being determined non-responsive. Bidders are reminded to return all applicable forms with "Return This Page" on the page bottom, to be considered responsive.**

4. B Evaluation and Award: Award(s) will be made to the lowest responsive and responsible bidder on the basis of total cost. The Owner reserves the right to reject any bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its sole interest.

**5.0 CONTRACT ADMINISTRATION**

The successful administration of this contract will require close coordination of the Contractor and the Owner's representative(s). Unless otherwise authorized by the Owner, all work, including site access, shall be coordinated and scheduled with the designated Owner representative. The Owner's representative has the authority to monitor contract performance in accordance with the provisions of the contract. They shall report any problems or deviations observed which may violate the provisions of the contract to the Owner's representative. The Owner's representative will determine the amount, quality, acceptability, and fitness in all aspects of the work and shall decide all other questions in connection with the work. Any modifications made to the contract must be authorized by the Owner issued as a written amendment to the Contract.

**6.0 CONTRACT PERIOD**

The initial contract period of this contract shall be 180 days.

**7.0 INSURANCE REQUIREMENTS**

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the insurance coverage required in the Insurance Checklist at the time of award. The Owner requires the Bidder to furnish a compliant Certificate of Insurance within five business days of request. The Bidder further certifies that the Contractor will maintain the specified coverage during the entire term of the contract and that insurance companies will provide all insurance coverage authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**8.0 METHOD OF ORDERING/ INVOICING/PAYMENT**

8. A Ordering: The Contractor shall accept Owner's representative written approval as the approved method of ordering services after Owner and Contractor confirm (scope of work), and Contractor dollar amount (may be stated as a "not to exceed" dollar amount). The Contractor shall not perform any work that has not been authorized by the Owner's representative. The Contractor assumes all risks and financial liability for any services rendered without such proper authorization.

8. B Invoicing: Contractor will be paid in accordance with invoice(s) submitted. Contractor shall submit a monthly statement, which shall include the following: the contract number, purchase order number, description of services rendered and total amount due. Invoices shall be submitted to the Bill to address as specified on the Owner's purchase order.

8. B.1 Repairing Damages to Property: In the event that Owner's grounds, fences, equipment, or other property is damaged as a result of Contractor grounds maintenance operations, Contractor shall repair such damage to the Owner's satisfaction, at the Contractor's expense. Contractor shall report any damages within forty-eight (48) hours. The Contractor shall repair any damage within

thirty days notification by the Owner. Failure to repair damages will result in deduction of payment, based on fair and reasonable quotations for repairs as obtained by the Owner, from subsequent Contractor invoices.

8. C Payment: Owner will make payment within thirty (30) days of receipt of accurate and complete invoice.

**9.0 STATE CORPORATION COMMISSION**

All bids shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in paragraph 45 of the General Conditions and Instructions to Bidders. Use the form provided to furnish the State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at (804) 371-9733 or at [www.scc.virginia.gov/default.aspx](http://www.scc.virginia.gov/default.aspx). Failure to include this form with the sealed bid submission may result in rejection of the bid.

## GENERAL CONDITIONS AND INSTRUCTIONS FOR PROFESSIONAL SERVICE CONTRACTS

Firm: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by Bedford County. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract. Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals: failure to do so will be at the offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, proposals on all solicitations issued by the Owner will bind offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY**-The Director of the Public Works Department or designee has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and task order issued by the Owner. Unless specifically delegated by the Director, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any agreement or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
  2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Offeror's responsibility to advise the Director in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Director must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the proposals.

### CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contact whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Owner. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official Owner form provided for that purpose shall be a cause for rejection of the proposal. Unauthorized modification of or additions to any portion of the Request for Proposal may be cause for rejection of the proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any proposal which has been modified.
5. **LATE PROPOSALS & MODIFICATION OF PROPOSALS:**

Any proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the proposal/modification is considered a late proposal/modification.

The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Owner by the designated date and hour at the County Administration Office.

- a. The official time used in the receipt of proposals is that time in the County Administration Office.
- b. Late proposals/modifications will be returned to the Offeror UNOPENED, if solicitation number, acceptance date and Offeror's return address is shown on the container.
- c. If the Owner closes its offices due to inclement weather scheduled receipt of proposals will be extended to the next business day, same time.

6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

- a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Owner, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest

remaining bid shall be deemed to be the low bid. No bidder/offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**ADDRESSED AS INDICATED ON PAGE 1; RFP NUMBER & TITLE  
PROPOSAL DUE DATE AND TIME; FIRM NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)**

If a proposal is not addressed with the information as shown above, the Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

8. **ACCEPTANCE OF PROPOSALS:** Unless otherwise specified, all formal proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
9. **OFFEROR'S PRESENT:** At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.
10. **RESPONSE TO SOLICITATIONS:** In the event a Firm cannot submit a proposal on a solicitation, the Firm is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to submit a proposal.
11. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
12. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **NO CONTACT POLICY:** No Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Director (or designee), after the date and time established for receipt of proposals. Any contact initiated by an Offeror with any Owner representative, other than the Director (or designee), concerning this solicitation is prohibited and may cause the disqualification of the Offeror from this procurement process.
14. **CONFLICT OF INTEREST:** The Offeror certifies that to the best of its knowledge no employee of the Owner nor any member thereof, nor any public agency or official affected by the proposal, has a pecuniary interest in the business of the Offeror, and that no person associated with the Offeror has any interest that would conflict in any manner with the performance of the proposal.

#### **GENERAL POLICIES FOR ARCHITECTURAL/ENGINEERING SERVICES**

15. **LICENSE/REGISTRATION:** Entities (e.g., individuals, partnerships, or corporations) offering to provide architectural and/or engineering services shall be properly registered and licensed in Virginia as required by the Department of Professional and Occupational Regulation and, if incorporated, the State Corporation Commission. The architect or engineer in charge of each discipline shall be currently licensed in the Commonwealth of Virginia and shall affix his or her seal to those documents for which he or she is responsible.
16. **PRIME DESIGN PROFESSIONAL:** The Owner normally contracts with a single entity as "Prime Design Professional" to provide the project architectural and/or engineering services. The Prime Design Professional may have all necessary disciplines in-house or it may subcontract with consultants to provide services in some disciplines. The Prime Design Professional may be an architect, engineer, or an architect/engineer entity. For each project, the Owner determines which entity will best satisfy the Owner's requirements for providing services. Meeting schedule and budget limitations and managing the services to be provided on the particular project.
17. **PROFESSIONAL SERVICES:** The architectural, civil, structural, mechanical and electrical portions of the project shall be planned and designed by or under the immediate supervision of a licensed architect or engineer (A/E) who has expertise in the particular discipline involved. Where such licensed expertise is not available within the A/E of record or where the A/E chooses to subcontract a part of the Work, the A/E shall employ an associate or consulting Architectural or Engineering firm with the requisite expertise to provide the required services. The consultants, associates, or subcontractors proposed by the A/E during the selection process to be part of the A/E project team shall perform the Work as proposed. If circumstances require a change, the A/E shall advise the

Owner of the proposed change, the reasons therefore, and the name and qualifications of the proposed replacements. The replacements must be acceptable to the Owner.

Associates, consultants or subcontractors proposed to be part of the A/E's project team shall be contracted by the A/E at the beginning of the Work and shall be active participants in all phases of the Work related to their discipline from beginning to end. The A/E shall be responsible to the Owner for the Work of all associates, consultants and subcontractors whether employees of the A/E or not, performed under the Contract.

18. **RELATIONSHIP OF ARCHITECT/ENGINEER TO OWNER:** Once the Contract for A/E services has been fully executed, the A/E shall be the professional advisor and consultant to the Owner for technical matters related to the project and shall be responsible directly to and only to the Owner. The Owner shall communicate all approvals, rejections, change requirements and other similar information to the A/E. The A/E shall advise the Owner of changes necessary to keep the project within the prescribed area and cost limits.

Generally, the Owner will observe the procedure of issuing orders to the Contractor through the A/E or, if the A/E's construction period duties have been so modified, through the Owner's designated project representative. If the Owner issues orders directly to the Contractor, the A/E shall be copied on such orders.

19. **"DESIGN NOT TO EXCEED" COST AS RELATED TO A/E CONTRACT:** The Owner shall provide the A/E with a description of the project including information on functions, space requirements, special features and requirements, aesthetic requirements, authorized square footage and "Design not to exceed" construction budget. The A/E's contract requires that if the low bid exceeds the "Design-not-to-exceed" cost identified in the A/E Contract by more than 10%, any A/E revisions to the plans and specifications required to bring the cost of the project within the "Design-not-to-exceed" cost may be executed by the A/E at no additional cost to the Owner.

The A/E's cost estimates shall be to a level of detail commensurate with the current level of design. The A/E shall submit a cost estimate with each phase submittal. If the cost estimate indicates a potential problem in securing a bid within the "Design-not-to-exceed" cost, the A/E shall notify the Owner and shall work with the Owner to redefine the design concepts of space utilization, building efficiencies, materials of construction, etc., so that the estimated cost of construction does not exceed the "Design-not-to-exceed" cost. Substantial changes in the project scope, such as those which affect the area or function of the proposed facility, must be justified by the A/E and may require approval of the Board of Supervisors.

20. **CODE AND REGULATORY COMPLIANCE:** The A/E is responsible for designing the project and administering the construction phase of the project in accordance with the Virginia Statewide Building Code (Code), and other regulatory requirements applicable to the project. Nothing contained herein shall be construed as relieving any A/E, professional design consultant, supplier or any other participant from any professional or legal responsibility for performance. Reviews, comments and approvals by the Owner in no way absolve any other person, firm or corporation involved in a project from their full responsibilities under law, codes and professional practice as required in projects for the Owner. Lack of comment by the Owner does not relieve the A/E from designing to meet the Code requirements or applicable state regulations or local regulations related to water, sewer, fire department services, and other utilities.

If the correction of a Code or regulatory violation results in a Change Order during construction, any additional costs incurred shall be borne by the party responsible for the violation. The Owner will bear only costs attributable to actual Code or regulation-required enhancement of the project.

If the A/E believes that a Code or regulation is unclear as to meaning, he shall request a written opinion as to the applicable interpretation from the applicable regulatory agency, as appropriate, and the A/E shall be entitled to rely on the written opinion, if any, which he receives.

21. **DESIGN ERRORS AND/OR OMISSION AND A/E LIABILITY INSURANCE:** The A/E shall carry professional liability insurance covering negligent acts, errors, and omissions in an amount not less than 5% of the estimated cost of construction of all Owner projects designed by the A/E which are currently under construction, but in no event shall the amount of professional liability insurance be less than \$100,000. The A/E shall maintain this insurance in force after completion of the services under the Contract for a period of five years after completion of construction.

The Owner's review, approval, or acceptance of, nor payment for any of the services required shall be construed to operate as a waiver by the Owner of any rights or any cause of action arising out of the Contract. The A/E shall be and remain liable to the Owner for all costs of any kind which are incurred by the Owner as a result of negligent acts, errors, or omissions on the part of the A/E including its subcontractors and consultants, in the performance of any of the services furnished.

The A/E shall be responsible for all costs resulting from its errors, omissions, and other breaches of the applicable standards of care established under Virginia law including, but not limited to, its own costs for labor and other in-house costs, any resulting Contractor Change Order costs including the costs for demolition, cutting, patching, repairs, removal, or modification of Work that is already in place, any Firm or Owner delay damages, and any judgments, fines or penalties against the Owner resulting from A/E errors, omissions, and other breaches of the applicable standards of care. However, the A/E shall not be responsible for the cost of the correct equipment or system which should have been originally specified, except the A/E shall be responsible for any increased costs, whether the result of inflation, reordering, restocking or otherwise, of incorporating the corrected Work into the Contractor's Contract Change Order. For the purposes of determining the A/E's share of such costs for Work which has not yet been performed, the cost of Work performed by Contractor's Change Order shall generally be presumed to be 15% greater than if the Work had been included in the Contractor's Contract. The A/E shall have the burden of disproving this presumption.

The Owner shall actively pursue reimbursement of costs resulting from the A/E's errors, omissions, or breaches of the applicable standard of care. Upon determination that there may be A/E financial responsibility involved, the A/E shall be contacted by the Owner. The A/E shall be advised of the design deficiency, informed that it is the Owner's opinion that the A/E may be financially responsible, and requested to provide a technical solution to the problem, including cost estimate. Upon notification of potential liability, the A/E should coordinate with the Owner to determine required technical support and timing to minimize delay costs. Pending final decision by the Owner, the A/E will be invited to attend all price negotiations with the Contractor for the corrective work. The A/E shall participate as a non-voting technical advisor to the Owner's negotiator. If the A/E refuses to cooperate in the negotiations or disputes its responsibility, the Owner shall have the right to proceed with the remedial construction and/or change order negotiations without the A/E.

22. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** Ownership of all materials and documentation including the original drawings and the Plans and Specifications and copies of any calculations and analyses prepared pursuant to the Contract between the Owner and the A/E, shall belong exclusively to the Owner. Such materials and documentation, whether completed or not, shall be the property of the Owner whether the work for which they are made is executed or not. The A/E shall not use these materials on any other work or release any information about these materials without the express written consent of the Owner.

Such material may be subject to public inspection in accordance with the Virginia Freedom of Information Act. Security-related documents and information are excluded from the Act unless a specific need to know can be shown. Trade secrets or proprietary information submitted by a bidder, offeror, or Firm in connection with a procurement transaction shall not be subject to disclosure under the Virginia Freedom of Information Act, provided the bidder, offeror, or Firm invokes the protections of §2.2-4342, Code of Virginia, prior to or upon submission of the data or other materials, identifies the data or materials to be protected and states the reason why the protection is necessary.

The A/E shall provide the following documents to the Owner at the completion of the A/E's work:

- Original sealed and signed drawings
- Original copy of the specifications
- Copy of analyses made the project
- Indexed copy of the calculations made by each discipline for the project
- The Owner copy of all shop drawings, submittals, cut sheets, operation and maintenance instructions, parts lists, and other material related to the project

The Owner has the right to use the project documents as a prototype to demonstrate scope, size, functional relationship, etc., to an A/E designing a similar project. The A/E for the original project design shall not be responsible or liable to the Owner for any such use of the documents.

The A/E for the similar project shall be responsible for providing a complete set of project and location-specific "Final Documents" with its seals and signatures which meet all applicable codes and standards in effect at the time those "Final Documents" are submitted.

23. **STANDARD PLANS:** Where the Owner has engaged the A/E to prepare "Standard Designs" and/or "Standard Plans" for structures such as picnic shelters, sheds, bath houses, single family residences, cabins and utility buildings for the Owner to site adapt for use at various locations, the drawings for the Standard Plans shall show:
- The name of the Owner,
  - The Title of the Standard Structure for which the design was developed
  - The name of the A/E, and
  - The seal and signature of the responsible licensed professional.

The Standard Plans shall also show the applicable codes, standards, loadings and design parameters used to develop the design.

Where the A/E has not been engaged to review the site adaption of the Standard Plans nor review the submittals or construction, the Owner, and not the A/E, shall be responsible for the proper site adaption and use of the Standard Plans. The A/E shall, however, be responsible for negligent acts, errors or omissions in the Standard Plans.

When the Work involves the site adaption of Standard Plans, the cover sheet for the project plans shall list the drawings included in the set of plans and shall differentiate between the Standard Plans and the "site-specific" site development, utility, and foundation drawings prepared by the A/E for that site. These site-specific drawings shall be sealed and signed by the responsible licensed A/E.

24. **REQUIREMENTS FOR A/E SEALS AND SIGNATURES:** General: The seal and signature of the licensed Professional Engineer, Architect or Certified Landscape Architect on the drawings provides notice to the public the drawings are complete and that the professional has exercised complete direction and control over the work to which the seal or signature is affixed. All plans and specifications for building projects designed for the Owner must bear the seal and signature of the responsible licensed professional.

Each drawing to be reproduced shall show:

- The name of the A/E,
- The Project Title
- The Project location



- The Project number (IFB number)
- The Drawing/Sheet Title
- The Drawing/Sheet number
- The seal and signature of the responsible licensed professional, and
- The uniform date of the completed documents.

The Title sheet drawing(s) shall also have:

- The Index of Drawings
- The Project VUSBC data
- The Seal and Signature of the A/E Principal in Charge of the project, and
- The uniform date of the completed documents
- (A/E may also require the seal and signature of a principal of its consultants).

The Specifications Table of Contents shall have:

- The Seal and Signature of the A/E Principal in charge of the project
- The uniform date of the completed documents, and
- The listing of specifications sections included for the project.
- (A/E may also require the seal and signature of a principal of its consultants).

**“Working Drawing Sets”** submitted to the Owner for review are expected to be complete documents ready for bidding. All drawings except the cover sheet shall bear the seal of the responsible licensed professional. The Cover Sheet shall show a complete list of the Drawings in the set, but a seal and signature are not required at this submission.

**“Final Documents”** are completed documents ready for bidding and include all corrections required by the Owner review. Each sheet of the drawings reproduced in the bid documents, including the cover sheet, shall bear the seal and signature of the responsible licensed professional and a uniform document date. The original cover sheet without seal and signature shall be reproduced and attached to copies of the other drawings in the set. Each cover sheet print shall then be sealed, signed and dated with original seals and signatures.

**“Addendum”** to the Final Documents: The first sheet of each and every Addendum issued to bidders shall show the number of pages in the Addendum and shall list any attached sketches, drawings or other material included in the Addendum. In addition, the first sheet of each and every Addendum shall bear the name of the project, the project number, the date and the seal and signature of the responsible licensed professional.

25. **SUBCONTRACTS:** No portion of the A/E professional services shall be subcontracted without prior written consent of the Owner. Consultants proposed by the A/E during the selection and fee negotiation phases are assumed to be acceptable to the Owner unless the Owner notes otherwise during those phases. In the event that the A/E desires to subcontract some part of the Work required by the Contract to a consultant or subcontractor not previously approved, the A/E shall furnish the Owner names, qualifications and experience of the proposed consultants. The A/E shall, however, remain fully liable and responsible for all Work performed by his consultants and subcontractors and shall assure that their Work complies with all requirements of the A/E's Contract.
26. **DESIGN OF SECURITY SYSTEMS:** Any Bidder/Offeree for the installation, service, maintenance, or design of security equipment or any central station alarm condition monitoring service shall be licensed by the Department of Criminal Justice Services pursuant to §9-183, Code of Virginia. An A/E proposing to provide any of these services with its own staff shall be exempt from the DCJS licensing requirement if properly licensed by the APELSLA Board (§9-183.2; Code of Virginia). If the A/E proposes to have the security system designed by a subcontractor/consultant, such entity shall be properly licensed as required by §9-183, Code of Virginia.

Any projects designed by the A/E which have such security systems shall include the licensing requirements of §9-183, Code of Virginia, in the specifications and the requirement that the successful bidder shall provide documentation within five (5) calendar days of bid opening that the entity (Contractor or subcontractor) performing the security system work possesses the proper license.

#### **AWARD**

27. **AWARD OR REJECTION OF BIDS:** Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Owner reserves the right to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the proposal if an Offeror is deemed to be a non-responsible Offeror.
28. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, award results may be viewed at the Bedford County website at <https://www.bedfordcountyva.gov/boards-commissions/board-of-supervisors/agendas-minutes-resolution>.
29. **QUALIFICATIONS OF OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the service(s) and the Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Owner further reserves the right to reject any proposal

if the evidence submitted by or investigations of, such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the service(s) contemplated therein.

#### CONTRACT PROVISIONS

30. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Bedford County, Virginia. The Firm shall comply with applicable federal, state and local laws and regulations.
31. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
32. **ANTI-TRUST:** By entering into a contract, the Firm conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Bedford County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
33. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
  1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Firm directly to the payment address shown on the task order. All invoices shall reference the contract, task order, and any federal employer identification number.
  2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
  3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
  4. Any payment made by the Firm to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
34. **PAYMENT TO SUBCONTRACTORS:** A Firm awarded a contract under this solicitation is hereby obligated:
  1. To pay the subcontractor(s) within seven (7) days of the Firm's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  2. To notify the Owner and the subcontractor(s), in writing, of the Firm's intention to withhold payment and the reason. The Firm is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Firm that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Firm's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
35. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Firm in whole or in part without the written consent of the Owner.
36. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Firm responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to other remedies which the Owner may have.
37. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Firm agrees as follows:

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

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

B. The Firm will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

38. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Firm directly to the payment address shown on the task order. All invoices shall show the RFP number and/or task order number.

39. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

A. The parties may agree to a written modification of the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. The Owner may order changes within the general scope of the contract at any time by written notice to the Firm. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Firm shall comply with the notice upon receipt. The Firm shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Firm accounts for the number of units of work performed, subject to the Owner's right to audit the Firm's records and/or determine the correct number of units independently; or
3. By ordering the Firm to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Firm shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Firm as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Owner within thirty (30) days from the date of receipt of the written order from the Owner. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Firm from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.

C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors.

40. **INDEMNIFICATION:** Firm shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the Firm or his or her employees, or that of the sub Firm or his or her employees, if any; and the Firm shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Firm shall, at his or her own expenses, satisfy and discharge the same. Firm expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

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

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

42. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the Firm of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

A. Termination for Convenience: The Owner may terminate the Contract in whole or in part for convenience by delivering to A/E a written notice of termination specifying the extent to which performance under the Contract is terminated and the effective date of the termination. Upon receipt of such notice, the A/E must stop Work, including but not limited to Work performed by subcontractors and consultants, at such time and to the extent specified in the notice. If the Contract is terminated for

convenience, the A/E shall be entitled to those fees earned for Work performed in accordance with the Contract prior to the notice of termination. Thereafter, the A/E shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated. The A/E will be compensated for reasonable costs or expenses for delivery to the Owner of the products of the services for which the A/E has or will receive compensation.

- B. Termination for Cause: If the A/E should substantially breach the Contract or fail to perform the services, or any portion thereof, required by the Contract, the Owner may terminate the Contract for cause by giving written notice as set forth above or may give the A/E a stated period of time within which to remedy its breach of contract. If the A/E shall fail to remedy the breach within the time allotted by the Owner, the Contract may be terminated by the Owner at any time thereafter upon written notice, effective immediately upon receipt. The Owner's forbearance in not terminating the Contract shall not constitute a waiver of the Owner's right to terminate in the future for similar breaches or failures to perform. If the Contract is terminated for cause, the A/E shall be responsible for all damages incurred by the Owner as a result of the A/E's breach of Contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement A/E to fulfill the obligations of the Contract. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.
- D. Delivery of Materials: Any termination shall not relieve the A/E of the obligation to deliver to the Owner all products of the services for which the A/E has been or will be compensated, including, but not limited to; the original drawings and specifications, copies of CADD diskettes or tapes, calculations, and analyses. Unless otherwise agreed to in writing, the A/E shall deliver the materials to the Owner within thirty (30) days of receipt of the notice of termination. Failure to do so shall result in the withholding of final payment and shall constitute a material or substantial breach of Contract.
- E. Compensation Due the A/E: When the A/E is terminated for convenience, the following method shall be utilized in computing amounts due the A/E for services prior to termination:
- If terminated at the completion of a design phase or the bidding phase, the amount due shall be the cumulative total of the fees for the phases completed according to the Contract.
  - If terminated prior to completion of a design phase or the bidding phase, the amount due shall be the sum of the previously completed phase fees plus a negotiated amount based on the portion of services provided for the phase not completed.
  - If terminated during the construction phase, the total amount earned shall be the sum of the previously completed design phase and bidding phase fees plus a negotiated amount based on the portion of the construction period services provided through the notice of termination.
  - Payment for Additional Services portion of the fee shall be any portion of those services provided up through the notice of termination.
  - Payment for the Reimbursable Expenses shall be based on approved reimbursable expenses incurred up through the notice of termination.

The A/E shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after the last Work is performed. All amounts invoiced are subject to deductions for amounts previously paid or for amounts due the Owner.

43. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - c. Trade secrets or proprietary information submitted by a bidder, offeror or Firm in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or Firm must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
  - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.

44. **AUDIT:** The A/E, by signing the Contract, agrees to retain all books, records, and other documents relative to the Contract for five (5) years after final payment, or until audited by the Owner, whichever is sooner. The Owner, its authorized agents, and/or State auditors shall have full access to and the right to examine any of the materials during said period.
45. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
46. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Section 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.

#### **OFFEROR/FIRM REMEDIES**

47. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Offeror who desires to protest the award or decision to award a contract, by Bedford County, shall submit such protest in writing to the County Administrator no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.
48. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator (no later than sixty (60) days after final payment; however, written notice of the Firm's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by Bedford County Board of Supervisors within sixty (60) days after submittal of the claim. The Firm may not institute legal action prior to receipt of the Board of Supervisor's decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the Board of Supervisors shall be final and conclusive unless the Firm within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the Board of Supervisors to render a decision within sixty (60) days shall not result in the Firm being awarded the relief claimed nor shall it result in any other relief or penalty. Should the Board of Supervisors fail to render a decision within sixty (60) days after submittal of the claim, the Firm may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

## **SPECIAL TERMS AND CONDITIONS**

### **S1. USE OF PREMISES AND REMOVAL OF DEBRIS:**

- a. The contractor shall:
  - (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
  - (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
  - (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- b. The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
- c. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
- d. The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.
- e. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents.

The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the owner. The contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the owner.

### **S2. PROTECTION OF PERSON AND PROPERTY:** The Contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.

- a. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- b. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
- c. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.
- d. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the General Terms and Conditions.

- S3. WORK SITE DAMAGES:** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to Owner satisfaction at the Contractor's expense.
- S4. NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Owner reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the Owner whenever such low bid exceeds the Owner's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds, which were budgeted by the Owner for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Owner shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the Owner wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Owner and the lowest responsive, responsible bidder.

## CONTRACTOR DATA SHEET

Page 1 of 1

1. **QUALIFICATIONS OF BIDDER:** Bidder has the capability in all respects to satisfy the contractual requirements as specified?  
YES \_\_\_\_\_ NO \_\_\_\_\_
2. **YEARS IN BUSINESS:** Indicate the length of time Bidder has been in business providing this type of service: \_\_\_\_\_ Years  
Business Name, if different in previous years: \_\_\_\_\_
3. **REFERENCES:** Indicate below a listing of at least three (3) recent or present contracts in which Bidder has provided this type of work of the size and scope specified (not including Bedford County).

Client Name	Address	Contract Began	Contact Person	Phone/Email

Check Applicable Box:

Corporation ☐ Partnership ☐ Individual ☐ Joint Venture ☐ Other ☐

**RETURN THIS PAGE**



**BEDFORD COUNTY  
INVITATION FOR BID (IFB)  
TREE AND SHRUB INSTALLATION SERVICES  
BID FORM  
Page 1 of 2**

BID NUMBER, OPENING DATE AND FIRM NAME SHOULD BE CLEARLY MARKED ON FRONT OF ENVELOPE.

\_\_\_\_\_  
FULL FIRM NAME

\_\_\_\_\_  
PHONE # (INCLUDING AREA CODE)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
FAX # (INCLUDING AREA CODE)

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
FEDERAL IDENTIFICATION NUMBER

\_\_\_\_\_  
PRINT NAME OF CONTACT PERSON FOR THIS BID

\_\_\_\_\_  
E-MAIL ADDRESS

**Bidder agrees to furnish all services called for in the Solicitation Documents, with all Addenda thereto at the firm fixed prices specified on this four-page Bid Form. Bidders may choose to only submit price for a specific service area, in that event, Bidders shall mark "No Bid" on the non-applicable services(s).**

NON-COLLUSION: The party making the foregoing bid hereby certifies that such bid is genuine and not collusive or sham; that said bidders has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price or of that of any other bidder, or to secure any advantage against Bedford County or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By signing this Bid the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of the Commonwealth of Virginia.

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

\_\_\_\_\_  
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS BID

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON SUBMITTING THIS BID

\_\_\_\_\_  
DATE

Receipt of the following Addenda are acknowledged: Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

**RETURN THIS PAGE**

**BID FORM**  
Page 2 of 2

Scope	Bid Amount
<u>Installation of Trees and Shrubs Complete:</u> per section 2 Scope of Work	\$

**Anticipated Time to Completion from Notice to Proceed:** \_\_\_\_\_

The bidder understands that time is of the essence and will provide sufficient manpower and planning to complete the project in timely manner.

**RETURN THIS PAGE**

**BEDFORD COUNTY  
INSURANCE CHECKLIST  
TREE & SHRUB INSTALL SERVICES**

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>
<u>X</u>	1. <b>Workers' Compensation</b> and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. <b>Commercial General Liability</b> General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	3. <b>Automobile Liability</b> Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
—	8. Other Insurance:	
<u>X</u>	9. <b>Auto and General Liability Policies shall be endorsed to name Bedford County as additional insured</b> (This coverage is primary to all other coverage The County may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Bedford County in accordance with the timelines and stipulations in Code of Virginia Section 38.2- 231.	
<u>X</u>	11. <b>The Certificate must state Bid/RFP Title.</b>	
<u>X</u>	12. <b>Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.</b>	

**BIDDER/OFFEROR STATEMENT**

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
SIGNATURE

**\*RETURN THIS PAGE**

## PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM  
MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator.

If this quote for goods or services is accepted by Bedford County, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. \_\_\_\_\_ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_

C. \_\_\_\_\_ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.**

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Offeror/Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

**\*RETURN THIS PAGE**