

BOARD OF SUPERVISORS



June 14, 2021 Agenda

Special Called Meeting





AGENDA

BEDFORD COUNTY BOARD OF SUPERVISORS

COUNTY ADMINISTRATION BUILDING

JUNE 14, 2021

5:00 PM SPECIAL CALLED MEETING

- (1) Call to order
 - (2) Citizen Comments regarding the VDOT SmartScale project at the intersection of US Route 460 and Camp Jaycee Road
 - (3) Adjourn the Special Called Meeting
-

**COUNTY OF BEDFORD, VIRGINIA**

County Administration Building

122 East Main Street, Suite 202

Bedford, Virginia 24523

Tel: (540) 586.7601

ROBERT HISS
COUNTY ADMINISTRATOR

OFFICE OF THE COUNTY ADMINISTRATOR**MEMORANDUM**

TO: Board of Supervisors

FROM: Robert Hiss, County Administrator

DATE: June 9, 2021

RE: Camp Jaycee Road interchange

Per the Board's directive, there will be a public comment period regarding the Smart Scale project for the Camp Jaycee Road/US 460 crossover on June 14th at 5 pm. To prepare for that meeting, the following is provided as information to aide in decisions.

- If the Board desires to “cancel” the Smart Scale project, then such action is viewed as a recommendation from the local governing body. Only the Commonwealth Transportation Board (CTB) can officially cancel a Smart Scale project. Furthermore, the opinion of our CTB member, Dr. Raymond Smoot, weighs heavily in such a decision by the CTB.
- The Camp Jaycee Road project budget is roughly \$3.7 million and over \$16,000 has been spent to date. If the CTB cancels the project, then it could ask the County to reimburse any VDOT incurred expenses.
- The Camp Jaycee Road interchange improvements was submitted to improve safety of the intersection and as the continued effort to preserve the US 460 east-west corridor so traffic can continue to safely and efficiently move. This crossover is one of many along the 460 corridor in Bedford County that has a history of accidents.
- Public input process has improved since Camp Jaycee Road was submitted for Smart Scale. It is likely that the residents did not know about the project in 2018. Contrast that with the 2020 Smart Scale round when all adjacent property owners to a proposed project were notified and any input received was provided to the Board of Supervisors prior to authorizing a project for submittal.
- The Board of Supervisors has continued to recognize the importance of US 460 and has continued to support additional crossover improvement projects. To that end, during the Smart Scale Round 4 (August 2020), the Board approved the submittal of three arterial preservation projects at:
 - 1) 460 at intersection of Thomas Jefferson and New London Road,
 - 2) 460 at intersection with Timber Ridge Road, and
 - 3) 460 at the intersection with Blackwater Road. The Blackwater Road intersection has scored well enough to be considered by the CTB for funding approval.



COUNTY OF BEDFORD, VIRGINIA

County Administration Building

122 East Main Street, Suite 202

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ROBERT HISS
COUNTY ADMINISTRATOR

OFFICE OF THE COUNTY ADMINISTRATOR

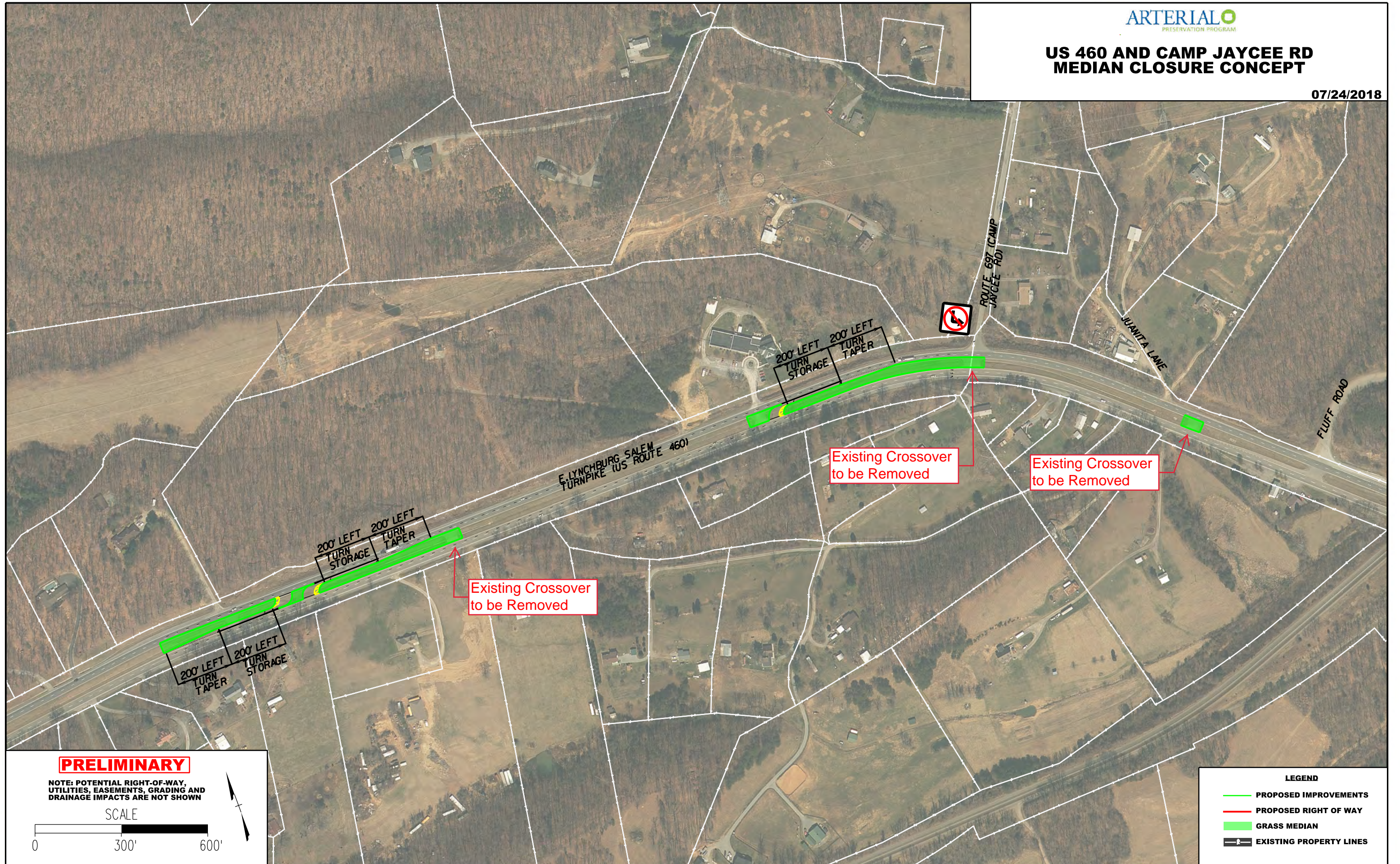
Attachments: Accident history
Project Concept map
Agenda Memo and Resolution approving the Smart Scale project submission

Accident History
Route 460 @ Route 697, Camp Jaycee Road - Bedford County
500' Intersection Search from 01/01/2013 - 12/31/2017
No Pedestrian Fatalities, No Pedestrian Injuries, No Work Zone Related Accidents
Report Generated on February 15, 2018

Crash Date	Crash Time	Day Of Wk	Route	Crash Severity	Non Ped Fat #	Non Ped Inj #	Collision Type	Description
2/16/2013	14:40	Sat	Rte. 460 EBL, 0.01 Mi. E. of Rte. 697	property damage crash	0	0	Rear End	Veh. 2 EBL stopped due to debris in roadway, rear ended by Veh. 1 EBL
9/2/2013	14:05	Mon	Rte. 460 WBL @ Int. Rte. 697	injury crash	0	3	Angle	Veh. 2 pulled out of Rte. 697 into the path of Veh. 1 WBL
5/29/2014	19:10	Thu	Rte. 460 WBL @ Int. Rte. 697	injury crash	0	1	Angle	Veh. 1 pulled out of crossover into path of Veh. 2 WBL
11/22/2014	10:30	Sat	Rte. 460 WBL, 0.30 Mi. E. of Rte. 697	property damage crash	0	0	Rear End	Veh. 1 WBL stopped due to deer in roadway, Veh. 2 slowing, Veh. 3 struck Veh. 2 in the rear
11/30/2014	20:09	Sun	Rte. 460 WBL @ Int. Rte. 697	injury crash	0	2	Angle	Veh. 1 failed to stop at stop sign, struck by Veh. 2 WBL
2/8/2015	13:28	Sun	Rte. 460 WBL @ Int. Rte. 697	property damage crash	0	0	Rear End	Veh. 2 EBL slowing to turn left onto Rte. 697, rear ended by Veh. 1 EBL
3/30/2015	6:45	Mon	Rte. 460 EBL, 0.20 Mi. W. of Rte. 697	injury crash	0	1	Fixed Object - Off Road	Veh. 1 EBL ran off road left, struck culvert in median
6/27/2015	4:15	Sat	Rte. 460 WBL @ Int. Rte. 697	property damage crash	0	0	Angle	Veh. 1 pulled out of Rte. 697 into the path of Veh. 2 WBL
7/8/2016	17:50	Fri	Rte. 460 WBL, 500' W. of Rte. 697	property damage crash	0	0	Rear End	Veh. 2 WBL stopped due to downed power line, rear ended by Veh. 1 WBL
12/30/2016	7:40	Fri	Rte. 460 WBL, 0.90 Mi. W. of Rte. 697	property damage crash	0	0	Angle	Veh. 1 WBL ran off road left due to ice, struck Veh. 2 on EBL shoulder
12/30/2016	5:05	Fri	Rte. 460 EBL, @ Roswell Lane	property damage crash	0	0	Fixed Object - Off Road	Veh. 1 EBL lost control due to snow/ice ran off road right and struck mailboxes and culvert
4/14/2017	20:05	Fri	Rte. 460 EBL, 100' E. of Rte. 697	property damage crash	0	0	Sideswipe - Same Direction	Veh. 1 EBL changed lanes, struck Veh. 2 EBL

Accident History
Route 460 @ Route 697, Camp Jaycee Road - Bedford County
500' Intersection Search from 01/01/2018 - 03/31/2021
No Pedestrian Fatalities, No Pedestrian Injuries, No Work Zone Related Accidents
Report Generated on April 20, 2021

Crash Date	Crash Time	Day Of Wk	Route	Crash Severity	Non Ped Fat #	Non Ped Inj #	Collision Type	Description
1/27/2018	23:46	Sat	Rte. 460 EBL, 50' E. of Rte. 697	fatal crash	1	0	Fixed Object - Off Road	Veh. 1 EBL ran off road left, struck culvert in median overturned and ended up in WBL
4/17/2018	20:15	Tue	Rte. 460 EBL, 0.10 Mi. S. of Rte. 697	property damage crash	0	0	Fixed Object - Off Road	Veh. 1 EBL ran off road right, struck tree
8/21/2018	14:00	Tue	Rte. 460 EBL, 50' W. of Treasure Lane	property damage crash	0	0	Fixed Object - Off Road	Veh. 1 EBL failed to negotiate the curve and ran off road right, struck fence
8/29/2018	23:50	Wed	Rte. 460 EBL, 10' W. of Rte. 697	injury crash	0	1	Fixed Object - Off Road	Veh. 1 failed to negotiate curve, ran off road left, struck marker & sign, then flipped over.
7/13/2019	2:00	Sat	Rte. 460 EBL @ Roswell Lane	property damage crash	0	0	Fixed Object - Off Road	Veh. 1 EBL ran off road left, struck bank @ crossover
9/25/2019	10:00	Wed	Rte. 460 EBL, 500' E. of Rte. 697	injury crash	0	1	Fixed Object - Off Road	Veh. 1 EBL lost control, ran off road right, struck the ditch and overturned.
4/25/2020	5:10	Sat	Rte. 460 WBL, 500' W. of Rte. 697	injury crash	0	1	Non-Collision	Veh. 1 WBL hydroplaned, ran off road right and overturned
3/30/2021	16:45	Tue	Rte. 460 WBL @ Rte. 697	injury crash	0	2	Angle	Veh. 1 SBL failed to yield at intersection and struck Veh. 2 WBL



PRELIMINARY

NOTE: POTENTIAL RIGHT-OF-WAY,
UTILITIES, EASEMENTS, GRADING AND
DRAINAGE IMPACTS ARE NOT SHOWN

SCALE



LEGEND

- PROPOSED IMPROVEMENTS
- PROPOSED RIGHT OF WAY
- GRASS MEDIAN
- EXISTING PROPERTY LINES



BEDFORD COUNTY BOARD OF SUPERVISORS Agenda Item Summary

MEETING DATE: 4/9/2018

AGENDA ITEM #4b

RESOLUTION #R 040918-02

Work Session Regular Meeting

Consent Public Hearing Action Closed Session Information

ITEM TITLE: Resolution Memorandum for Smartscale Transportation Projects

RECOMMENDATION

Staff recommends approval of the resolution. required by the Virginia Department of Transportation for the formal consideration of three projects.

SUMMARY

VDOT requires a resolution for Smartscale projects submitted by the County. For this funding cycle, now on a two year schedule, staff is recommending three applications: 1) Camp Jaycee and US 460; 2) Krantz Corner, Merriman, and Timber Ridge Road; 3) Resubmitting Patriot Place roundabout.

PRIOR ACTIONS

Applications submitted last year

FISCAL IMPACT

n/a

CONTACTS

Gregg Zody, x 1252

ATTACHMENTS

Resolution (1)

REVIEWED BY

Patrick Skelley

Carl Boggess



At a regular meeting of the Board of Supervisors of the County of Bedford, Virginia held at the Bedford County Administration Building on the 9th day of April 2018, beginning at 7:00 pm.:

<u>MEMBERS:</u>	<u>VOTE:</u>
Bill Thomasson, Chairman	Yes
Tommy W. Scott, Vice-Chairman	Yes
Edgar Tuck	Yes
Charla Bansley	Yes
John Sharp	Yes
Andrew D. Dooley	Yes
Kevin S. Willis	Yes

On motion of Supervisor Sharp, which carried by a vote of 7-0, the following was adopted:

A RESOLUTION

TO SUPPORT THE SUBMISSION OF THREE (3) TRANSPORTATION PROJECTS FOR CONSIDERATION FOR THE 2018 SMARTSCALE APPLICATION FUNDING CYCLE

WHEREAS, after careful consideration of the transportation issues facing Bedford County, staff recommends three projects worthy of the Board of Supervisors' support for the 2018 SmartScale funding cycle; and

WHEREAS, The Virginia Department of Transportation's Bedford Residency and Salem District professional staff have conducted construction cost and safety traffic studies along US 460; and

WHEREAS, US 460 (Lynchburg-Salem Turnpike) is a designated Corridor of Statewide Significance; and as such, every effort must be made to ensure safe and efficient travel on the most significant road in Bedford County for passenger and commercial vehicles; and

WHEREAS, VTrans 2035 notes potential strategies for US 460 to "improve safety by addressing high crash rate areas and making necessary improvements" and to "improve access management"; and

WHEREAS, The intersection of Camp Jaycee (Route 697) and US 460, a hazardous grade separation between east and westbound US 460 traffic, which creates site distance hazards for vehicles on Camp Jaycee seeking to enter into eastbound US 460 lanes. Staff recommends adding turn lanes along the US 460 median and reducing the grade separation between east and westbound lanes on US 460; and

WHEREAS, Krantzs Corner, Merriman, and Timber Ridge Roads (Routes 715 and 803, respectively) require a coordinated approach with the alignment of multiple intersections due to the existing topographic conditions which impair safe sight distances for drivers seeking to turn onto US 460 at the intersection of Krantzs Corner. Staff recommends consolidating roadways to form a four-leg intersection (Krantzs Corner and Merriman Road) while closing the existing crossover at Timber Ridge Road and US 460; and

WHEREAS, Staff recommends resubmitting an application for the Patriot Place and Thomas Jefferson Road (Routes 9060 and 811, respectively) roundabout that was originally submitted in the 2016 SmartScale funding cycle; and

NOW THEREFORE BE IT RESOLVED, in the interest of good planning and the promotion of safe and efficient movement of passenger and commercial vehicular traffic, that the Bedford County Board of Supervisors hereby affirms the support of three projects for the 2018 SmartScale application cycle: 1) Improvements to the intersection of US 460 and Camp Jaycee Road; 2) Coordinated improvements at Krantzs Corner, Merriman, and Timber Ridge Roads, (Routes 715 and 803, respectively); and 3) Resubmitting a roundabout at the intersection of Patriot Place and Thomas Jefferson Road (Routes 9060 and 811, respectively).

A Copy-Teste:

A handwritten signature in black ink, appearing to read "G. Carl Boggess", is written over a horizontal line.

G. Carl Boggess
County Administrator





AGENDA

BEDFORD COUNTY BOARD OF SUPERVISORS

COUNTY ADMINISTRATION BUILDING

JUNE 14, 2021

5:45 PM WORKSESSION

- (1)** Call to order
- (2)** Discussion with DSS (explanation of the Care Portal; no documentation)
- (3)** Recess the Board of Supervisors for a supper break by 6:30 pm.

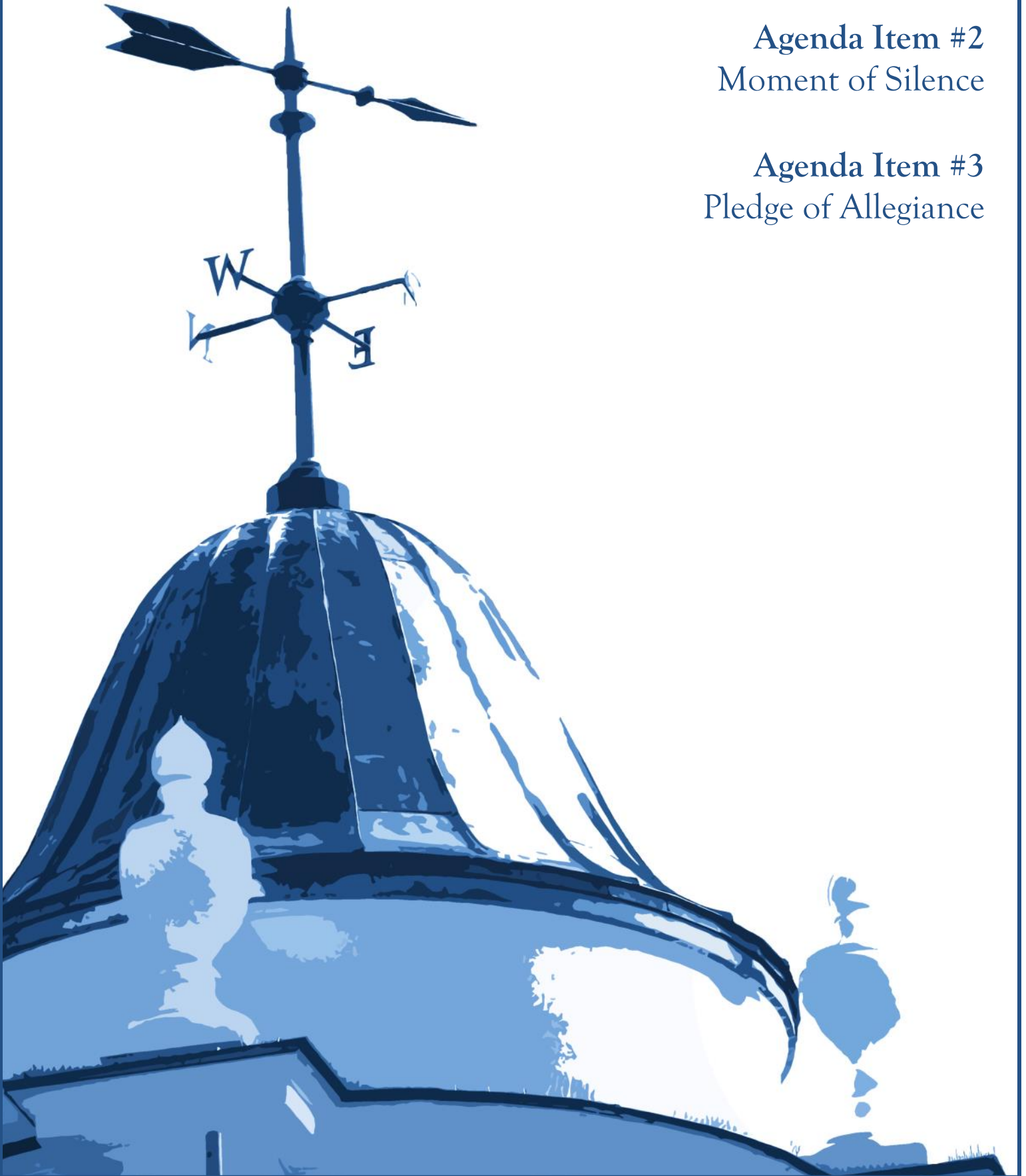
Regular Meeting



Agenda Item #1
Call to Order & Welcome

Agenda Item #2
Moment of Silence

Agenda Item #3
Pledge of Allegiance



Agenda Item #4
Approval of Agenda





AGENDA

BEDFORD COUNTY BOARD OF SUPERVISORS

COUNTY ADMINISTRATION BUILDING

JUNE 14, 2021

7:00 PM

REGULAR MEETING

- (1) Call to Order & Welcome**
- (2) Moment of Silence**
- (3) Pledge of Allegiance**
- (4) Approval of Agenda**
- (5) Citizen Comments**
- (6) Consent Agenda**
 - a. Consideration of a resolution for a contract extension for Solid Waste and Recycling Hauling Services and contract modification to provide School Recycling Hauling Services. *(Resolution #R 061421-01)*
- (7) Approval of Minutes – to follow under separate cover**
- (8) Public Hearings & Presentations - none**
- (9) Action & Discussion Items**
 - a. Consideration of a resolution for the purchase of School recycling containers. *(Resolution #R 061421-02)*
 - *Staff Presentation by Solid Waste Manager Michael Dorsey*
 - b. Consideration of a resolution authorizing a contract for Janitorial Services. *(Resolution #R 061421-03)*
 - *Staff Presentation by Public Works Director Doug Coffman*
 - c. Consideration of a resolution authorizing the issuance of a Request for Proposals for the hiring of a Real Estate Broker. *(Resolution #R 061421-04)*
 - *Staff presentation by County Administrator Robert Hiss*
- (10) Board Committee Reports - none**
- (11) Board Comments**
- (12) Board Appointments - none**

(13) County Administrator Report

(14) County Attorney Report

(15) Board Information - *none*

(16) Board Calendar and Reminders

- June 28 – Worksession at 5:00 pm; Regular Meeting at 7:00 pm
- July 12 – Worksession at 5:00 pm; Regular Meeting at 7:00 pm
- July 26 – Worksession at 5:00 pm; Regular Meeting at 7:00 pm

Adjourn

Agenda Item #5
Citizen Comments



Agenda Item #6
Consent Agenda





BEDFORD COUNTY BOARD OF SUPERVISORS

Agenda Item Summary

MEETING DATE: 6/14/2021

AGENDA ITEM #6a

RESOLUTION #R 061421-01

Work Session Regular Meeting

Consent Public Hearing Action Closed Session Information

ITEM TITLE: Authorization to Extend Contractual Agreements for Solid Waste and Recycling Hauling Services, and to Modify the Contract for the Provision of School Recycling Roll-off Hauling Services

RECOMMENDATION

Authorize contract extensions for Solid Waste and Recycling Hauling Services with the addition of hauling services for individual school recycling containers.

SUMMARY

The first of three two-year option periods with Bays Trash Removal and Republic Services to provide solid waste and recycling collection and hauling services expires on July 31, 2021. The second option period presently being considered will extend the contracts until July 31, 2023. Bays Trash Removal provides services to County departments and agencies, and Republic Services provides services to the residential collection system.

The recommended school recycling system transition from a front-end to roll-off container system will reduce hauling frequency and improve quality of collected materials. A separate agenda item requests purchase of school recycling containers. Bays Trash Removal will be the primary hauler to service the school recycling containers, and Republic Services would be available if needed.

PRIOR ACTIONS

On March 14, 2016, the Board of Supervisors authorized hauling contracts with Bays Trash Removal and Republic Services consisting of a 3-year initial term and three 2-year option periods. On February 25, 2019, the first 2-year option period was authorized to continue collection and hauling services with Bays Trash Removal and Republic Services.

FISCAL IMPACT

Funding for contractual hauling services is included in the operating budget. The approved hauling budget in FY 21 includes \$665,000 for waste hauling services, \$250,000 for recycling hauling services, \$63,000 for yard waste hauling services, and \$87,200 for equipment rental.

CONTACTS

Michael Dorsey, Solid Waste Division Manager

ATTACHMENTS

Resolution

REVIEWED BY

Robert Hiss, County Administrator



At a regular meeting of the Board of Supervisors of the County of Bedford, Virginia held at the Bedford County Administration Building on the 14th day of June 2021, beginning at 7:00 pm:

MEMBERS:

Tommy W. Scott, Chair
 Tammy Parker, Vice-Chair
 Mickey Johnson
 Edgar Tuck
 Charla Bansley
 John Sharp
 Bob Davis

VOTE:

On motion of Supervisor _____, which carried by a vote of _____, the following was adopted:

A RESOLUTION

**FOR A CONTRACT EXTENSION FOR SOLID WASTE AND RECYCLING HAULING SERVICES AND
 CONTRACT MODIFICATION TO PROVIDE SCHOOL RECYCLING HAULING SERVICES**

WHEREAS, at the March 14, 2016 meeting, the Bedford County Board of Supervisors authorized solid waste and recycling collection and hauling service contracts with Bays Trash Removal and Republic Services with a 3-year initial term and three 2-year option periods; and

WHEREAS, at the February 25, 2019 meeting, the Bedford County Board of Supervisors authorized the initial 2-year contract extension that terminates on July 31, 2021; and

WHEREAS, as a result of both firms providing long-term dependable services to Bedford County, staff recommend that the solid waste collection and hauling contracts with Bays Trash Removal and Republic Services be extended for the second 2-year option period from August 1, 2021 through July 31, 2023; and

WHEREAS, the proposed school recycling system transition to an individual roll-off container assigned to each school will reduce hauling frequency and improve material quality; and

WHEREAS, a contract modification is recommended to the Bays Trash Removal and Republic Services contracts for the provision of school recycling roll-off container hauling services; and

NOW, THEREFORE, BE IT RESOLVED, that the Bedford County Board of Supervisors does hereby authorize the County Administrator to execute the necessary contract extension with Bays Trash Removal for the provision of solid waste and recycling collection and hauling services including a modification to provide school recycling roll-off container hauling services, effective August 1, 2021.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Bedford County Board of Supervisors does hereby authorize the County Administrator to execute the necessary contract extension with Republic Services for the provision of solid waste and recycling collection and hauling services including a modification to provide school recycling roll-off container hauling services, effective August 1, 2021.

Agenda Item #7
Approval of Minutes



Agenda Item #8
Public Hearings and Presentations



Agenda Item #9
Action and Discussion Items





BEDFORD COUNTY BOARD OF SUPERVISORS

Agenda Item Summary

MEETING DATE: 6/14/2021

AGENDA ITEM #9a

RESOLUTION #R 061421-02

Work Session Regular Meeting

Consent Public Hearing Action Closed Session Information

ITEM TITLE: Authorization to Purchase Recycling Containers for the Bedford County School System

RECOMMENDATION

Authorize purchase of up to 10 recycling containers for Bedford County high schools, middle schools and larger elementary schools.

SUMMARY

The FY21 adopted County CIP includes \$150,000 for the purchase of recycling containers for the school system. In past years, the school recycling program operated with front-end containers emptied into garbage trucks. Collected recycled material was often wet and contaminated, and as a result landfilled. To improve material quality, a designated roll-off container for each school is necessary which will keep the material dry and completely separated from garbage. Because storage capacity is significantly greater in a roll-off container, hauling frequency will be reduced. Additional recycling containers will be needed in future years after evaluating the program. Hauling of recycling containers from the schools is included in a separate Board of Supervisors agenda item.

PRIOR ACTIONS

Partial funding for the purchase of school recycling containers was included in the FY21 adopted CIP.

FISCAL IMPACT

Use of funds as adopted and appropriated during the FY21 budget process.

CONTACTS

Michael Dorsey, Solid Waste Division Manager

ATTACHMENTS

Resolution

REVIEWED BY

Robert Hiss, County Administrator



At a regular meeting of the Board of Supervisors of the County of Bedford, Virginia held at the Bedford County Administration Building on the 14th day of June 2021, beginning at 7:00 pm:

MEMBERS:

Tommy W. Scott, Chair
 Tammy Parker, Vice-Chair
 Mickey Johnson
 Edgar Tuck
 Charla Bansley
 John Sharp
 Bob Davis

VOTE:

On motion of Supervisor _____, which carried by a vote of _____, the following was adopted:

**A RESOLUTION
 FOR THE PURCHASE OF SCHOOL RECYCLING CONTAINERS**

WHEREAS, the use of front-end containers and garbage trucks to collect and haul recycled materials does not maintain the material quality required for selling as a recycled commodity; and

WHEREAS, placing a closed top recycling roll-off container at each school will allow material to stay dry and separate from garbage, permit the inspection and removal of inappropriate materials, reduce hauling frequency, and determine individual school recycling performance; and

WHEREAS, there is \$150,000 funding budgeted in the FY21 CIP for the purchase of recycling containers for the Bedford County high schools, middle schools, and larger elementary schools; and

WHEREAS, additional funding will be requested in the future for the un-serviced elementary schools after the program has been established and performance evaluated; and

NOW, THEREFORE, BE IT RESOLVED, that the Bedford County Board of Supervisors does hereby authorize the County Administrator to purchase recycling containers for the Bedford County School System up to \$150,000 using designated FY21 CIP funds, effective immediately.



BEDFORD COUNTY BOARD OF SUPERVISORS

Agenda Item Summary

MEETING DATE: 6/14/2021

AGENDA ITEM #9b

RESOLUTION #R 061421-03

Work Session Regular Meeting

Consent Public Hearing Action Closed Session Information

ITEM TITLE: Approval of Contract for Janitorial Services

RECOMMENDATION

Approve contract with Tri County Maintenance, Inc.

SUMMARY

Staff solicited bids for janitorial services at 6 locations: Bedford County Fire & Rescue, Vehicle Maintenance Garage, Burk Scott Building, Falling Creek Center including the Skate Park, New London Emergency Services, and Forest Recreation Center. The annual yearly costs were as follows:

Tri-County Maintenance: \$86,400

Floor Care Specialists, Inc.: \$78,060

The County judged the submissions base on price, experience of company & staff, and references as established in the solicitation documents. While not the least expensive option, the composite scoring criteria (40% price, 40% references, and 20% experience of company & staff) gave Tri County Maintenance a higher overall score with Tri County Maintenance receiving an average score of 84 and Floor Care Specialists, Inc. receiving an average score of 78. Tri County Maintenance had exceptional references and a history of successful work with the County. Based on these criteria we recommend that an agreement be entered into with Tri County Maintenance. The agreement is for one year (June 1, 2022) with the option to renew for four additional one-year terms.

PRIOR ACTIONS

none

FISCAL IMPACT

\$86,400 Annual cost for services which is included in respective departments budgets.

CONTACTS

Doug Coffman, Director of Public Works

ATTACHMENTS

Proposed Contract

REVIEWED BY

Fiscal Management County Attorney County Administrator



At a regular meeting of the Board of Supervisors of the County of Bedford, Virginia held at the Bedford County Administration Building on the 14th day of June, 2021, beginning at 7:00 pm:

MEMBERS:

Tommy W. Scott, Chair
 Tammy Parker, Vice-Chair
 Mickey Johnson
 Edgar Tuck
 Charla Bansley
 John Sharp
 Bob Davis

VOTE:

On motion of Supervisor _____, which carried by a vote of _____, the following was adopted:

**A RESOLUTION
 AUTHORIZING A CONTRACT FOR JANITORIAL SERVICES**

WHEREAS, Bedford County requires janitorial services to be provided at various locations throughout the County and

WHEREAS, an Invitation for Bids (IFB) was issued on April 21, 2021 and yielded two competitive bids; and

WHEREAS, after review of the submission and discussions with their reference, staff is recommending Tri County Maintenance, Inc., and

THEREFORE, BE IT RESOLVED, by the Bedford County Board of Supervisors, that the County Administrator is authorized to enter into a contract with Tri County Maintenance, Inc.

CONTRACT

THIS AGREEMENT is made by and between the County of Bedford, Virginia (hereinafter referred to as the “County”) and Tri County Maintenance, Inc. (hereinafter referred to as the “Company”) on this 15th day of June, 2021.

WHEREAS the County issued a request for proposals (hereinafter referred to as the “RFP”) for Janitorial Services and;

WHEREAS the Company submitted a proposal to the County in response to the RFP; and

WHEREAS the County has determined that the Company is a qualified offeror responding to its RFP; and

WHEREAS the County desires to enter into this Agreement with the Company;

NOW, THEREFORE, in consideration of the obligations and promises contained in this agreement, the County and the Company agree as follows:

ARTICLE I – SCOPE OF SERVICES

The Contractor shall provide all equipment, resources and qualified personnel required to perform janitorial services as described in this RFP. 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.

Pricing is as follows and is to be billed on a monthly basis:

Bedford County Fire & Rescue:	\$1,450.00
Vehicle Maintenance Garage:	\$150.00
Burks Scott/Social Services:	\$2,850.00
Falling Creek Center, Skate Park, & F.C Park:	\$2,450.00
New London Emergency Services:	\$100.00
Forest Recreation Center:	\$7,200.00

1. A Locations to be Serviced

Description: Bedford County Dept. of Fire & Rescue – Administration Building

Address: 1185 Turning Point Road, Bedford

Approximate Footage: 9,500 square feet (Entire building – two levels)

Plumbing Fixtures: 5 Restrooms with 1 sink & 1 toilet, 1 additional sink

Requested Cleaning Frequency: Daily, Monday-Friday

Available Service Times: After 5:00 pm (Night meetings may impact schedules)

Description: Bedford County Dept. of Public Works – Vehicle Maintenance

Address: 1377 Falling Creek Road, Bedford

Approximate Footage: 300 square feet (Foyer, front office, & restroom)

Plumbing Fixtures: 1 Restroom with 1 sink and 1 toilet (shower not used)

Requested Cleaning Frequency: Daily, Monday-Friday

Available Service Times: After 4:30 PM

Description: Bedford County Dept. of Parks & Recreation – Skate Park

Address: 1224 Falling Creek Road, Bedford

Approximate Footage: 150 square feet

Plumbing Fixtures: 2 Restrooms with a total of 2 sinks and 2 toilets

Requested Cleaning Frequency: Monday, Wednesday, Friday

Available Service Times: Any

Description: Bedford County Dept. of Parks & Recreation – Falling Creek Park

Address: 1257 County Farm Road, Bedford

Approximate Footage: 500 square feet

Plumbing Fixtures: 2 restrooms with a total of 2 sinks and 4 toilets

Requested Cleaning Frequency: Monday, Wednesday, Friday

Available Service Times: Any

DRAFT

Description: Bedford County’s Falling Creek Center (Old Nursing Home)

Address: 1257 Falling Creek Road, Bedford

Approximate Footage: 16,000 square feet

Plumbing Fixtures: 10 bathrooms with a total of 15 sinks and 12 toilets

Requested Cleaning Frequency: Daily, Monday - Friday

Available Service Times: After 5:00 PM

Description: Bedford County Department of Social Services

Address: 119 East Main Street, Bedford

Approximate Footage: 16,500 square feet

Plumbing Fixtures: 8 toilets, 9 sinks

Requested Cleaning Frequency: Daily, Monday - Friday

Available Service Times: After 5:00 PM* (Three offices require cleaning prior to 5:00PM as they are only accessible when a County staff member is available, the contractor should schedule the cleaning of those areas to occur between 4:00 pm and 5:00 pm daily).

Description: New London Emergency Services

Address: 1043 Meade Road, Forest

Approximate Footage: 2,626 square feet

Plumbing Fixtures: 2 bathrooms, 3 sinks, 2 toilets, 1 shower (that is used and needs to be cleaned).

Requested Cleaning Frequency: Every two weeks

Available Service Times: Any

Description: Forest Recreation Center

Address: 1088 Rustic Village Road, Forest

Approximate Footage: 7,500 square feet

Plumbing Fixtures: 4 bathrooms, 7 sinks, 9 toilets, 1 large banquet hall kitchen

Requested Cleaning Frequency: Weekly

Available Service Times: Any

1.B General Requirements

A. The County shall provide all consumable items such as restroom hand towels, toilet tissue, hand soap and plastic trash can liners. The contractor must supply mops, buffers, cleaning towels, cleaning liquids/sprays, etc. All supplies and equipment furnished by the contractor will be kept in safe working condition and will comply with all OSHA regulation. Liquids and/or aerosol sprays must be approved by Bedford County prior to their use.

B. All supplies and equipment used in performance of the services shall be maintained in a clean manner, and except when in use, stored in assigned areas only. Bedford County shall provide storage space for the contractor's supplies and equipment as well office keys as necessary.

C. A system of dividing the buildings into work areas and assigning employees to specific work areas shall be employed.

D. Bedford County's Housekeeping Supervisor is designated as the prime contact between the contractor and Bedford County to resolve all matters relating to the execution of building cleaning services.

E. All routine work is to be performed by the contractor after normal work hours on Monday through Friday. Services need not be performed on the holidays observed by Bedford County. In the event a County holiday falls on a Tuesday or Friday (on the days the Parks/Recreation Facilities are cleaned) the Contractor must reschedule the cleaning service. A holiday schedule will be furnished to the selected contractor. The contractor has the option to perform services that are not required on a daily basis, on weekends and off holidays. Any off-normal work must be scheduled and approved in advance by the appropriate County Official(s).

F. The contract shall conduct inspection tours with a County representative (as requested by the County). A summary of the tour shall be documented by the contractor. This document shall list all deficiencies discussed and indicate a proposed date to correct the deficiencies. The contractor is further obligated to confirm by documentation that the deficiencies have, in fact, been corrected.

G. The contractor shall be available to provide additional 'on-call' cleaning services that may be needed due to special events, programs, or other situations. Charges

for these services will be negotiated at the time of the request depending on the scope of the work requested.

H. The contractor is to provide trained and experienced cleaning personnel

I. The contractor shall provide competent supervisory personnel to ensure that all work is being performed properly and in accordance with the schedule of services and all other terms and conditions of this contract.

J. In connection with the performance of the services, the contractor shall provide all management, labor and supervision, all cleaning materials and equipment, inspections, insurance, and all related administrative functions including, but not limited to, training, maintenance of payroll records, time sheets, work assignments, duty rosters, employee histories and related data, including criminal background and driving record if applicable. Criminal background records must be provided and approved by the County prior to any employee working on County property.

K. All of the contractor's employees shall remain in their assigned work areas during work hours.

L. The contractor agrees to reimburse Bedford County for any loss of money and/or property that result from dishonest acts and/or carelessness of individuals in the employ of the contractor.

M. In addition to the requirements as set forth in these specifications, all janitorial personnel must comply with all security regulations as set forth by the County.

N. Breaks – If breaks are necessary, then all cleaning personnel are required to take breaks in designated area only.

O. The contract represents and warrants that it will comply with federal, state, and local laws, ordinances, rules and regulations pertaining to employment of persons, and will indemnify and hold the County harmless from and against any loss, costs, or expenses, fines, penalties, or assessments it may be exposed to due to contractor's breach of the foregoing representation and warranty.

P. All company employees will be required to have proper identification supplied by their company (name with picture badges and or uniforms). No persons other than company authorized employees are to be permitted in the County buildings during the period janitorial services are being performed.

Q. Keys to the County buildings when placed in the custody of the company will be accounted for at all times. Contractor will be responsible for securing all building doors upon the conclusion of each cleaning service.

1.C Description of Specific Activities

A. Services to be performed on a daily basis (Monday through Friday).

1. All waste receptacles shall be emptied. All waste baskets must have plastic liners and liners must be changed to maintain cleanliness. All buildings are served by dumpsters located at the Falling Creek/Parks & Recreation Building. All trash must be removed from County buildings nightly and bagged in poly liners prior to placement in dumpsters. These areas and the areas around the disposal containers must be maintained free of trash. Recyclable materials such as: cardboard, paper, plastic, or aluminum (if separated by County staff within the service area) must be

bagged and removed from the building and placed in the appropriate dumpster as directed by the County.

2. All carpeted areas shall be vacuumed with the proper type of electric vacuum.
3. All miscellaneous items such as paper clips, rubber bands, used staples, etc. shall be removed from all floor surfaces prior to further cleaning of these surfaces.
4. All hard surface floor areas shall be dust mopped with clean, properly treated mops.
5. All noticeable spots on partitions, wall surfaces, and doors shall be removed.
6. All fingerprints and other noticeable marks shall be removed from interior glass surfaces.
7. All drinking fountains shall be thoroughly cleaned, sanitized, and polished with approved materials.
8. All restroom fixtures, partition walls, and floors shall be cleaned and sanitized assuring that all soiled spots have been removed; this includes damp mopping to remove urine stains.
9. All metal surfaces in the restrooms shall be polished with proper materials to prevent water spotting.
10. All restroom counter tops shall be cleaned.
11. All restroom mirrors shall be cleaned and polished.
12. All restroom dispensers will be re-filled as needed with hand cleaner furnished by Bedford County.
13. All hand towels and toilet paper dispensers will be filled with supplies furnished by Bedford County.
14. All gum, candy, and other foreign deposits shall be removed from carpeted and hard surfaced flooring.
15. All mats located at the building entrances shall be properly cleaned.
16. All carpeting shall be spot cleaned as required, using methods approved by the County.
17. Damp mop, with a clean mop, all hard surfaces as required to eliminate soil due to spillage and tracking.
18. All metal kick and hand plates on doors shall be properly cleaned and polished.
19. Individual desks will be dusted if requested.
20. Report all slow draining sinks/drinking fountains, running or leaking toilets/urinals, and both interior and exterior burned out lights.
21. Report to the County's Housekeeping Supervisor when the main stock of consumable supplies (toilet tissue, hand soap, hand towels, can liners) needs to be restocked.

B. Services to be performed weekly

1. All baseboards are to be dusted and scuff marks removed.
2. All exposed shelving and bookshelves are to be dusted.
3. Thoroughly clean all janitor closets.

4. Surface scratches and mars on wooden doors, casings, and furniture shall be rubbed out by proper methods.
5. Restroom floor drains are to be filled with water.
6. Sweep exterior stoops, walkways and landings.
7. All office fixtures, displays, telephones, window blinds, artificial plants and picture frames shall be dusted in a manner to remove and collect dust particles. (County employees will be responsible for cleaning computers.)
8. All corridors and other tile traffic lanes shall be spray buffed.
9. All fabric chairs and upholstered furniture shall be vacuumed weekly or more often if needed.
10. Any of the weekly services described shall be performed more frequently if found to be needed.

C. Restroom Floors

All vinyl restroom floors and base mouldings shall be stripped and waxed as follows: April & October

D. Services to be performed twice per year

1. All air return and supply grilles shall be thoroughly cleaned. (April & October)
2. Strip, rinse, and apply approved floor finish to all hard floor surfaces in the spring and fall. (Exception is the restroom floors.) After proper curing time floors shall be buffed.
3. All interior and exterior building glass shall be thoroughly washed. (April & October)
4. Open and clean all light diffusers inside and out (April & October).

E. Services to be performed annually (or as needed)

1. All office and corridor walls shall be dusted from floor to ceiling with properly treated tools.

ARTICLE II - 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.

The Contractor warrants that the unit prices stated herein shall remain firm for a period of not less than one year from the first date of the contract period. Prices

may be negotiated only during the sixty (60) day period prior to the expiration date of each contract period.

2. A For subsequent renewals if the Contractor requests a price adjustment, the Contractor shall submit a written request for increases in unit price to the Owner. The request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment (i.e., the Commodities-Nondurables less food, beverages, and apparel category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or manufacturer's letter stating a change in the manufacturer's price). Such price adjustments shall be by the same percentage as documented and the contract may be modified accordingly, provided that:

2. A.1 The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the increased contract unit price.

2 A.2 Such requested contract unit price increase becomes effective only after a modification by written amendment to the original contract is signed by both the Contractor and the Owner

ARTICLE III – CONTRACT PERIOD

The initial contract period of this contract shall be from **date of award through June 1, 2022**. The Owner shall have the right to renew this agreement for four (4) additional one (1) year terms under the same terms and conditions of the original contract except as stated in 8.0 below.

The Contractor warrants that the unit prices stated herein shall remain firm for a period of not less than one year from the first date of the contract period. Prices may be negotiated only during the sixty (60) day period prior to the expiration date of each contract period.

3. A For subsequent renewals if the Contractor requests a price adjustment, the Contractor shall submit a written request for increases in unit price to the Owner. The request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment (i.e., the Commodities-Nondurables less food, beverages, and apparel category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or manufacturer's letter stating a change in the manufacturer's price). Such price adjustments shall be by the same percentage as documented and the contract may be modified accordingly, provided that:

3. A.1 The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the increased contract unit price.

3.A.2 Such requested contract unit price increase becomes effective only after a modification by written amendment to the original contract is signed by both the Contractor and the Owner.

ARTICLE IV –RESPONSIBILITIES OF COMPANY

4.1 Insurance: The Company shall maintain the following insurance coverage:

Type of Insurance:

Worker’s Compensation	Statutory
Employer’s Liability	\$1,000,000 each accident for injury \$1,000,000 each employee for disease \$5,000,000 policy limit for disease
Commercial General Liability	\$10,000,000 each occurrence-bodily injury and property damage \$10,000,000 general aggregate
Contractual Liability	\$10,000,000 each occurrence
Completed Operations and Products Liability	\$10,000,000 aggregate
Vehicle Liability	\$10,000,000 each accident-bodily injury and property damage

The Company shall be responsible for all costs of insurance maintained pursuant to this Agreement. The Company shall provide the County with satisfactory evidence that the insurance coverage listed above is in effect within ten (10) business days after execution of this Agreement. Evidence of payment of the insurance premium shall be furnished to the County annually. The Company shall notify the County in writing ninety (90) days prior to the cancellation or material change of each coverage.

The Company shall include the County as an additional insured on its comprehensive liability insurance policy providing coverage for personal injury and property claims resulting from or arising out of this Agreement.

The insurance required hereunder shall be primary, and any insurance or self-insurance maintained by the County shall be in excess of and shall not contribute with any insurance providers to Company under this Agreement. Any deductibles or self-insured retentions applicable to required coverages shall be paid by the Company, and the County shall not be required to participate therewith. The Company waives all rights of

subrogation against the County that exist now or in the future relative to the insurance coverage provided under this Agreement.

The failure of the Company to pay all insurance premiums when due and payable shall be grounds for the immediate termination of this Agreement by the County, notwithstanding any contrary provisions contained in ARTICLE V – CONTRACT TERMINATION AND REMEDIES.

- 4.2 **Taxes:** All tax liabilities of the company arising under the terms of this Agreement or as a result of this Agreement are the responsibility of the Company.
- 4.3 **Subcontracting of Work:** The Company shall not subcontract portions of the Work without the written consent of the County, which shall not be unreasonably withheld. A description of any Work the Company proposes to subcontract shall be submitted to the County for review and approval, along with a name and address of the individual, firm or corporation that is the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All Work performed by any subcontractor shall be coordinated by the Company, and the Company will be responsible to the County for all Work performed by any such subcontractor.
- 4.4 **Non-collusion:** The Company warrants that its proposal and its performance of the services under this Agreement are made without collusion or fraud and that the Company has not offered or received any kickbacks or inducements from any other offeror, manufacturer or subcontractor with its proposal and that it has not conferred on any public employee having any official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money or anything more than nominal value or promise, unless consideration of equal or greater value was exchanged.
- 4.5 **Non-discrimination:** The Company agrees and certifies to the County that the Company 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, and Section 11-51 of the Virginia Public Procurement Act, which provides that in every contract over \$10,000 the provisions in (1) and (2), below, shall apply:
1. During the performance of this Agreement, the Company agrees as follows:
 - (A) The Company will not discriminate against any employee because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Company. The Company agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - (B) The Company, in all solicitations or advertisements for employees placed by or on behalf of the Company, will state that the Company is an equal opportunity employer.

(C) Notices, advertisements and solicitations, placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting the requirements of this section.

2. The Company shall include the provisions of paragraph (1), above, in every subcontract or purchase over \$10,000 so that the provisions will be binding on every subcontractor or vendor.

4.6 Drug Free Workplace: Each of the following acts is prohibited by the Company or its employees performing the Work of this Agreement:

1. Unlawful or authorized manufacture, distribution, dispensing or use of alcohol or other drugs at the workplace.
2. Impairment or incapacitation in the workplace from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes that do not impact Work performance or requirements).

A violation of these prohibitions is a breach of this Agreement and can result in default action.

4.7 Indemnification of County:

1. The Company shall defend, hold harmless and indemnify the County, and all its officers, agents and employees, from and against any and all claims, loss, damage, injury, cost, expense (including reasonable attorney's fees), charge, liability, fines, penalty or exposure ("Claims") resulting from or arising out of the Company's contract with the County except to the extent that any such Claims result from or arise out of the negligent act or omission of the Count or any of its officers, agents, or employees. The attorney or law firm to handle any such claims shall be selected by the Company, subject to approval by the County which approval shall not be unreasonably withheld.
2. The parent company of the Company, as evidenced by the signed guarantee contained in this Agreement, guarantees the Company's performance of its obligations under this Agreement, including the indemnification provisions of this section.
3. If either party to this Agreement shall receive notice or have knowledge of any claim, demand, action suit or proceeding (the "Action") that may result in a claim for indemnification by the County against the Company pursuant to this section, such party shall, as promptly as possible, give the other party notice of such Action including a reasonably detailed description of the facts and circumstances relating to such Action and a complete copy of all notices, pleadings, and other papers related thereto. The parties hereto shall consult with each other regarding and cooperate with respect to the response to or the defense of any such claim, demand, action, suit or proceeding.

4.8 Compliance with Laws: Company and County covenant and agree to observe and obey during the term of this Agreement, all Federal, State and local laws, ordinances,

rules and regulations currently in force or subsequently adopted relating to the Work of this Agreement.

ARTICLE V – CONTRACT TERMINATION AND REMEDIES

- 5.1 Termination Generally: Unless extended by the County pursuant to the provisions of Article II, or terminated sooner pursuant to the provisions hereof, this Agreement shall terminate three years after commencement.
- 5.2 Non-appropriation: The County may terminate this Agreement at any time if the Bedford County Board of Supervisors fails to appropriate money for this Agreement. Upon such termination by the County, the County will only be obligated to pay for services rendered up to and including the date of termination provided the Company has been given a 90 day notice of written termination.
- 5.3 Events of Default: The Company will be in default if:
1. After forty-eight (48) hours of receipt of the County's written demand for adequate assurance, the Company fails to remedy, fails to perform in a satisfactory manner under this Agreement, fails to perform in accordance with applicable federal and state laws and local ordinances, or fails to submit a written plan of action for correction acceptable to the County as well as written statement explaining the reasons for non-performance. Situations that endanger the health or safety of the public or threats to cause material environmental damage must be rectified or sufficient actions taken to protect the public and the environment within forty-eight (48) hours of receipt of a notice thereof from the County;
 2. The Company is insolvent, such insolvency to be established by the filing of either a voluntary petition in bankruptcy showing the Company as the debtor or an involuntary petition that is not dismissed within 180 days; or
 3. The Company makes an assignment for the benefit of its creditors.
- 5.4 Remedies: If the Company fails to correct any default as provide in Section 6.3(1), fails to follow the written plan of action for correction accepted by the County, or if the events of default in Paragraphs (2) or (3) occur, the County, without further notice, shall have all of the following rights which the County may exercise singly or in combination, in addition to any other right or remedy allowed by law or under this Agreement. The Company shall be liable to the County for any reasonable costs in amounts greater than those payments provide on the Proposal Form.
1. The right to declare that this Agreement together with all rights granted the Company hereunder are terminated with written notice given to the County, effective upon such date as the County shall designate;
 2. The right to procure from others the services otherwise to be performed by the Company or to perform such services itself;
 3. The right to utilize the funds secured by the Bond to insure reasonable performance of services under this Agreement by another vendor or by the County itself in its sole discretion; and
 4. The right to take any reasonable corrective actions.
- 5.5 Termination by Company: The Company may terminate this Agreement upon written notice of such termination to the Contract Administrator if the County is in

violation of its obligations under the terms of this Agreement and fails to initiate reasonable steps to cure within fifteen (15) days of receipt of notice of the violation from the Company or such longer period as the Company may authorize.

ARTICLE VI- CONSTRUCTION AND OPERATION OF AGREEMENT

- 6.1 Relationship of Parties: The Company is an independent contractor and nothing contained in this Agreement shall constitute or designate the Company or any of its agents or employees as agents or employees of the County.
- 6.2 Assignment: The Company may transfer its rights and obligation to any subsidiary or related corporate entity if the Company agrees to guarantee with that entity, performance of this Agreement in accordance with all its terms and conditions. If the Company desires to transfer its rights and obligations to any third party other than subsidiary or related entity, such transfer shall be subject to the terms of this Agreement and shall be only with the written permission of the County, such permission not to be unreasonably withheld.
- 6.3 Notices: All notices or other communications to be given under this Agreement shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed to:

Bedford County:	Doug Coffman, Director of Public Works Bedford County 122 East Main Street, Suite 210 Bedford, VA 24523
Company:	Tri County Maintenance, Inc. 1408 Main Street Lynchburg, VA 24504

Changes of address by either party shall be by notice given to the other in the same manner as specified above.

- 6.4 Controlling Agreement: This Agreement shall supersede all other agreements and/or the terms contained therein in the case of a conflict, including the RFP, the proposal submitted by the Company, addenda or any other agreements by and between the County and the Company.
- 6.5 Severability: If any term, covenant or provision of this Agreement is declared invalid, illegal or unenforceable in any respect, the remainder of this Agreement shall remain in effect and be construed without regard to such provision.
- 6.6 Governing Law: This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. In the event of a breach of a contract by either party resulting in litigation, the breaching party shall be liable to the non-breaching party for all costs and expenses, including reasonable attorney's fees.
- 6.7 Venue: All actions and suits in equity will be filed and tried in the Circuit Court of Bedford County.

- 6.8 Successors and Assigns: The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the respective parties.
- 6.9 Counterparts: This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of which taken together shall be deemed as a single instrument.
- 6.10 Waiver: The waiver by either party of a default or breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent or breach. The making or acceptance of a payment by either party with knowledge of the existence of default or breach will not operate or be construed to operate as a waiver of any default or breach unless expressly stated.

IN WITNESS WHEREOF, the parties here to have signed this Agreement the day and year first above written.

Witness the following signatures:

The County of Bedford, VA

By: _____
Its _____

Tri County Maintenance, Inc.

By: _____
Its _____

DRAFT



BEDFORD COUNTY BOARD OF SUPERVISORS

Agenda Item Summary

MEETING DATE: 6/14/2021

AGENDA ITEM #9c

RESOLUTION #R 061421-04

Work Session Regular Meeting

Consent Public Hearing Action Closed Session Information

ITEM TITLE: Request for Proposals - Real Estate brokerage services for Body Camp and Montvale Elementary Schools

RECOMMENDATION

Authorize the issuance of a Request for Proposal for the hiring of a commercial real estate broker to assist in the sale of surplus real estate, specifically the Old Montvale Elementary School site and the Body Camp Elementary School Site.

SUMMARY

The County of Bedford obtained from the Bedford County School Board the former Montvale Elementary School property in 1996 and the former Body Camp Elementary School in 2015. Both properties have commercial, residential, or industrial potential and the future County need for the properties is limited and undefined. The RFP process will help focus on the need for demolition, renovation, or being sold "as is" and will help the Board in the future decision of whether the Montvale Library should be left at its current location or explore another option. The use of a commercial real estate firm will better facilitate this process and open the properties up to broader network of interested buyers and developers.

PRIOR ACTIONS

February 6, 2021 - Worksession touring Montvale School property with Board consensus to issue an RFP soliciting proposals.

FISCAL IMPACT

Unknown - once RFP's are received, will have better understanding of cost for these services.

CONTACTS

Robert Hiss, County Administrator

ATTACHMENTS

Resolution

Request for Proposals - Draft

REVIEWED BY

Robert Hiss, County Administrator



At a regular meeting of the Board of Supervisors of the County of Bedford, Virginia held at the Bedford County Administration Building on the 14th day of June, 2021, beginning at 7:00 pm:

MEMBERS:

Tommy W. Scott, Chair
 Tammy Parker, Vice-Chair
 Mickey Johnson
 Edgar Tuck
 Charla Bansley
 John Sharp
 Bob Davis

VOTE:

On motion of Supervisor _____, which carried by a vote of _____, the following was adopted:

**A RESOLUTION
 AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSAL**

WHEREAS, the County of Bedford obtained from the Bedford County School Board the former Montvale Elementary School property in 1996 and the former Body Camp Elementary School in 2015; and

WHEREAS, both properties have commercial, residential, or industrial potential and the future County need for the properties is limited; and

WHEREAS, the RFP process will help focus on the need for demolition or being sold "as is" and will help the Board in the future decision of whether the Montvale Library should be left at its current location or whether a new library should be built.

NOW, THEREFORE, BE IT RESOLVED, by the Bedford County Board of Supervisors that the Board does hereby authorize county staff to issue a Request for Proposal for the hiring of a commercial real estate broker to assist the County in the sale Montvale Elementary School property and the Body Camp Elementary School property.

**Bedford County, Virginia
Request for Proposals
Real Estate Brokerage Services**

Bedford County, Virginia is seeking the services of a qualified, licensed real estate brokerage firm/individual to provide real estate brokerage, development and transaction management services for underutilized properties owned by Bedford County. There are currently two identified properties: the former Montvale Elementary School and the former Body Camp Elementary School.

The Request for Proposal (RFP) package is available and can be obtained through the County's website at www.bedfordcountyva.gov/procurement.

An optional pre-proposal meeting will be held at the former Montvale Elementary school at **9 a.m. on Friday, July 9th**. This meeting will also include a site visit to the former Body Camp Elementary School, which is an approximate 25-minute drive from Montvale Elementary.

Interested firms must submit one original and two (2) copies of their proposal package to: Bedford County Administration Office: Attention: Robert Hiss, County Administrator, 122 East Main Street, Suite 202, Bedford, VA 24523. All qualification packages must be submitted no later than **2:00 p.m. on Friday, July 23, 2021**.

**Bedford County, Virginia
Request for Proposals
Real Estate Brokerage Services**

Proposals received after 2:00 p.m. on Friday, July 23rd will not be considered. Bedford County is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. **It is the sole responsibility of the Offeror to ensure that its proposal reaches the Bedford County Administration Office by the designated date and hour.** The official time used in the receipt of proposals is that time written or stamped by the County.

All requests for interpretation of specifications shall be by written request, sent via email to rhiss@bedfordcountyva.gov. Any changes, if any, to this proposal document will be issued as addenda, and will be posted to the County's procurement website located at: www.bedfordcountyva.gov/procurement no later than Monday, July 19, 2021. It is the responsibility of the offeror to ensure that any issued addenda as posted on the website are taken into consideration. All such addenda will become part of the contract and all Offerors will be bound by such addenda, whether or not received by the Offeror.

This form must be signed, as well as subsequent addenda, and all pages returned in a sealed envelope. All signatures must be original and not photocopies.

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers, if this proposal is accepted within ninety (90) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item or negotiated, to be delivered at the time and place specified herein.

The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this proposal, and is authorized to contract on behalf of firm named below.

Company Name: _____

Federal Tax ID: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax Number: _____ E-Mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

**Bedford County, Virginia
Request for Proposals
Real Estate Brokerage Services**

RESPONSES DUE: Friday, July 23, 2021 at 2:00 p.m.

1. SOLICITATION

1.1 Invitation

The County of Bedford, Virginia, is seeking the services of a qualified, licensed commercial real estate brokerage firm or individual to provide real estate brokerage, development and transaction management services for underutilized property owned by the County.

Interested firms must demonstrate their ability and capacity to complete the full scope of services outlined in this Request for Proposal (“RFP”). Only one proposal will be accepted from each Brokerage firm and/or Real Estate Company.

1.1.1 The services would pertain to County-owned properties. Compensation for the services will be on a proposed commission basis and/or lump sum basis. Proposals should include commission rate. The selected firm shall have experience working with local governments to acquire, develop and sell commercial real estate, and the proven ability to manage the scope of work outlined in this RFP. Proposals should show that the submitting individual/firm meets the licensure and experience qualifications outlined as identified in the Licensure and Experience section shown in the scope of work of this solicitation.

1.1.2 The evaluation criteria will give favorable consideration to proposals submitted by Brokerage/Real Estate Services providers with significant experience providing similar services.

1.1.3 Through this Request for Proposal process, the County intends to select a Brokerage/Real Estate Services provider and enter into an agreement for a term of six (6) months with two (2) optional 6- month extensions at the County’s sole discretion.

1.2 Background

The County of Bedford currently has two underutilized properties for potential sale & redevelopment. Additional properties may be identified in the future.

- Bedford County owns a 14 acre parcel located at 11555 West Lynchburg Salem Turnpike (Route 460), Montvale, VA. This property originally housed Montvale High School/Elementary School. The former School was built in several phases with the oldest portion dating back to approximately 1930. The newest wing of the building was renovated in the late 1990s to house the Montvale branch of the Bedford Public Library system. The Library continues to operate from this facility and the remainder of the building is unused. It is the desire of the County to

**Bedford County, Virginia
Request for Proposals
Real Estate Brokerage Services**

explore redevelopment options for this parcel. The parcel is located on the highly traveled Route 460 corridor. The property is currently split zoned with the majority of the property zoned as C-2, General Commercial. The parcel is served by public water and sewer.

An aerial photograph of this parcel is included within this RFP as Exhibit 1.

Proposals should include suggestions for redevelopment that the Real Estate Broker feels would provide the greatest return. These suggestions may include such items as: any potential reuse of existing structure, total demolition & relocation of library, subdivision of the parcel and retention of the library portion, sale of the entire parcel, etc.

- Bedford County owns a 10 acre parcel located at 1051 Elementary Way, Bedford, VA. This property originally housed Body Camp Elementary School. The School was built in 1953 with additions in 1965 and 1992 (to include the gym). The County acquired the school and property in October 2015. It is the desire of the County to explore redevelopment options for this building and parcel. The property is currently zoned Agricultural/Rural Preserve (AP). The 10 acre parcel fronts on Shingle Block Road (Hwy 24). A private well served the school building. A private wastewater treatment system provided sewer service to the school building. This treatment system is no longer operational. *Preliminary data suggests that land will perc on property located to the east of the school for a septic drainfield system.*

An aerial photograph of the entire parcel is included within this RFP as Exhibit 2.

Proposals should include suggestions for redevelopment that the Real Estate Broker feels would provide the greatest return. These suggestions may include such items as: any potential reuse of existing structure, renovation, partial demolition, additional development of the parcel, etc.

***An optional pre-proposal meeting will be held at the former Montvale Elementary school at 9 a.m. on Friday, July 9, 2021. This pre-proposal meeting will also include a site visit to the former Body Camp Elementary School.**

1.3 Scope of Services

The contractor, under the direction of the County, shall perform in a satisfactory and proper manner all the necessary services required under this solicitation to

**Bedford County, Virginia
Request for Proposals
Real Estate Brokerage Services**

provide Real Estate Brokerage and transaction management services on behalf of the County including, but not limited to, the following services:

1.3.1 General

1. Work as an independent contractor and shall be responsible for the marketing and sales of real estate owned by the County.
2. Provide a detailed and comprehensive description of all services that the selected firm will provide if it enters into a contract pursuant to this RFP.
3. Submit recommendations that may impact disposition of real property.
4. Not take any action that will bind or purport the County with respect to any real estate activity.
5. Acknowledge that it will not receive any commission payments until the County authorizes the ultimate disposition of property.
6. Coordinate with the County Attorney's office on real estate transaction closings.
7. Understand that the County owns the properties and reserves the right to determine which properties will be listed for sale utilizing this contractual agreement.

1.3.2 Marketing

Develop and implement a Marketing Plan that includes strategies for sale and/or redevelopment of property. The Plan should include an explanation of the marketing and advertising methodology and time-line the firm will follow to fulfill the requirements of the scope.

- a. Market and Advertise County-Owned property.
- b. List County-Owned property on the Multiple Listing Service (MLS).
- c. Show County-Owned property to potential buyers.
- d. Establish a marketing strategy that includes types of advertising that is customarily associated with similar real estate. Costs of all forms of marketing utilized by the firm shall be the responsibility of the firm.
- e. Conduct inspection of properties for making written recommendations for repair/rehabilitation work, and recommendations regarding property enhancements for marketability.

1.3.3 Negotiations

- a. Advise the County on negotiation approaches to the sale of property.
- b. Provide transaction negotiation and document review support for property dispositions.

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- c. Provide recommendations for the use and disposition of properties in order to maximize revenue generation/economic development opportunities for the County.

1.3.4 Reporting

The contractor must provide the following reports to the County and maintain the following documentation during the term of the contract:

- a. A monthly summary detailing related sales and marketing activities on all County property in the active portfolio.
- b. An on-going and complete file on each property for the term of the contract.
- c. Presentations at public meetings may be required.
- d. A detailed analysis of the target market that is relative to each property and how that market will be attracted through a marketing campaign.

1.3.5 Objectives

The County has identified the following objectives for the Real Estate Services Program:

- a. Move County-owned, underutilized property to private income-producing status.
- b. Promote development on underutilized County-Owned property.
- c. Increase Economic Activity in the County.

1.3.6 Licensure and Experience Qualifications

Proposals should show that the submitting individual/firm meets the licensure and experience qualifications outlined below:

- a. Must be licensed as a Brokerage firm and provide a copy of Real Estate Agent license through the Virginia Department of Professional and Occupational Regulations;
- b. Must have at least five (5) years of full time real estate sales experience;
- c. Experience acquiring, developing and selling real estate in the Bedford County area;
- d. Experience with mixed-use and adaptive re-use projects;
- e. Experience with Federal and State Historic Tax Credit programs and processes;
- f. Experience with and access to local, national and international marketing and listing services;
- g. Experience assisting commercial buyer/developers to acquire debt and equity financing;

2. PROPOSAL SUBMISSION INSTRUCTIONS

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2.1 Submission of Qualifications

Any party interested in being considered for award must submit a proposal package in response to this RFP in accordance with the instructions and terms hereunder. By submitting a response, the Offeror agrees to be bound by the terms and conditions of this RFP. Offerors are expected to examine **ALL** elements of the RFP prior to preparing their response. Failure to do so will be at the Offeror's risk.

Offers for services other than those specified may not be considered. All costs incurred, directly or indirectly, by the Offeror in response to this RFP shall be the sole responsibility of the Offeror and shall be borne by the Offeror.

The original qualification package, marked original and two (2) duplicates must be submitted. Each should contain a manual original signature of an authorized representative of the Offeror. The qualification packages must be submitted in a sealed envelope. The face of the envelope must contain the RFP title and number, Name of Offeror and Title of Proposal. All corrections made on the qualification package must be initialed by the authorized representative of the Offeror. The company name must appear on the cover sheet. The qualification package must include all documents, materials and information required herein. Any omission of information by the Offeror is at the Offerors own risk, as the Evaluation Panel will only consider information submitted in the proposal package on or before the submission deadline, except as noted elsewhere in this RFP.

2.2 Submission Format

A written proposal shall be submitted in accordance with the following:

2.2.1 Proposal Submittal

In submitting a response, the Offeror acknowledges that the County shall not compensate the Offeror for any submission or contract negotiation costs, including costs of preparation, appearances for interviews, and/or travel expenses. It is essential that the Offeror selected for Commercial Real Estate Brokerage Services have the necessary knowledge, skills and experience to implement all aspects of the work. All work is to be performed with the highest degree of professional standards, in compliance with all applicable laws, regulations, procedures, criteria and requirements; to include all applicable Federal, State, and local laws and regulations. Please be sure to submit proposals in the following order with the tab number clearly indicated.

**Tab 1. Proven ability to successfully acquire, develop and sell real estate.
(30 Points)**

This criterion considers the Experience of both the firm(s) and the individual(s) proposed to be assigned to the Project in successfully developing, marketing, and managing real estate. This includes an evaluation of suggested options for redevelopment of parcels.

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Offerors should, at a minimum, include an organization chart and individual resumes for all key personnel and team members. Please list their names, titles and role below and attach resumes. Resumes should include the following information: Name of the individual, a description of the functions the individual will perform and his/her title or position, the individual's relevant educational background and work experience, the specialized skills, training, credentials or accomplishments of the individual that are relevant to the required services and any similar or comparable projects on which the key personnel have served in positions of similar or comparable responsibility within the last five years.

The submission must contain information demonstrating the technical background, professional competence and experience of the organization and the Offeror's capability to coordinate and manage the expected work in the task described under the Scope of Services.

Attach a list of all projects, giving address, size, dollar value, completion dates for each that your organization has **completed** in the last five years. Provide for each, the name, address, e-mail address and phone number for the Owner. See Attachment 7 - Sample Experience Form. **The County must be able to verify references under this Evaluation Criteria.**

Tab 2. Scope and approach to provide the services.

(30 Points)

This criterion considers the extent to which the proposed services meet the County's objectives, targets and defined Scope; Distinctiveness and overall quality of the Proposal.

Tab 3. Financial and business terms, and proposed commission rate

(25 Points)

This criterion considers the Offerors proposed commission rate, nature and level of services; the appropriateness of other conditions or limitations incorporated in the proposal; the attractiveness of the offer; the benefit to the County financially.

Tab 4. Thorough, relevant and organized responsiveness to RFP (15 Points)

This criterion considers the thoroughness and quality of proposal, including completeness of response to RFP

Tab 5. Evidence that the Firm or Individual is currently licensed and registered in the Commonwealth of Virginia and maintains liability, property, workmen's compensation and automobile insurance.

Please attach a copy of the firm's license and insurance certificate.

(Note: This is a YES or NO criterion: If the answer is NO, the firm may be disqualified, not point-scored).

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Tab 6. Required Forms

2.3 Submission Deadline

The County must receive the Offeror's qualification package by **2:00 p.m., on Friday, July 30, 2021, at 122 East Main Street, Suite 202, Bedford, VA 24523.** It is the Offeror's responsibility to ensure that the qualification package is delivered by the designated time and date. Qualification packages which for any reason are not delivered within the deadline will not be considered. Submissions by electronic transmission, telegram, telephone, or facsimile, and handwritten qualification packages will not be accepted by the County. All qualification packages must be delivered to: **Robert Hiss, County Administrator, 122 East Main Street, Suite 202, Bedford, VA 24523.**

2.4 Confidentiality

There will be no public opening of qualification packages. All qualification packages and information concerning same shall remain confidential until all negotiations are completed. Offerors are hereby notified that all qualification packages received by the County shall be included as part of the official contract file. Therefore, any part of the qualification package that is not considered confidential, privileged or proprietary under any applicable Federal, State or local law may be available for public inspection upon completion of the procurement process. Notwithstanding the foregoing, the applicable provisions of Federal, State and local laws shall govern the confidentiality of qualification packages despite anything contrary to this provision stated in the Request for Proposals.

Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. INSURANCE REQUIREMENTS

The qualification package must include evidence of the Offeror's ability to provide Professional Worker's Compensation Insurance (or evidence that Offeror is not required to provide such insurance under applicable law), Public Liability and Property Insurance coverage. Such insurance shall be procured from a company licensed to do business in

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the Commonwealth of Virginia and maintained for the entire duration of the proposed contract. Deductible levels shall not exceed \$1,000 per occurrence on any policy. Proof that these requirements can be met must be provided prior to award.

All policies must be in amounts acceptable to the County. Upon Notice of Award, the County must be named as an additional insured on all policies and the policy must provide that coverage cannot be canceled without notice to the County at least thirty (30) days before the effective date of such cancellation. Notwithstanding the foregoing, the County reserves the right, in its sole discretion, to raise, waive or reduce the limits of any insurance coverage, including deductibles, required under this Request for Qualifications, or to otherwise modify insurance requirements as it deems appropriate.

4. EVALUATION CRITERIA

Selection of a firm to render services pursuant to this RFP will be made in accordance with the Evaluation Criteria outlined below. All responsive qualification packages received by the time and date specified in this RFP shall be evaluated by the RFP Evaluation Panel. The County will select Offerors whose qualifications are most advantageous to the County.

4.1 Technical Evaluation Criteria

EVALUATION CRITERIA	POINT VALUE
Proven ability to successfully acquire, develop and sell real estate	30 points
Scope and approach to provide the services	30 points
Financial and business terms, and proposed commission rate	25 points
Thorough, relevant and organized responsiveness to RFP	15 points
Evidence that the Firm or Individual is currently licensed and registered in the Commonwealth of Virginia and maintain professional liability insurance	YES/NO
TOTAL POINTS AVAILABLE	100 points

5. PROPOSAL EVALUATION AND SELECTION PROCESS

5.1 General

All responsive proposal packages received by the County within the established deadline that meet the submission requirements will be evaluated by the RFP Evaluation Panel consisting of three (3) or more members.

5.2 Proposal Evaluation

Qualification packages will be forwarded to the RFP Evaluation Panel. Each such proposal package will be evaluated by the RFP Evaluation Panel using the selection criteria set forth in Section 4 of this RFP and scored on the basis of the information

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contained in the proposal package. Factors not specified in the RFP may not be considered. The sum of the points assigned to each proposal package by an individual panel member shall be averaged with all the panel members' scores for each Offeror and these numbers shall be the "Final Score" for each Offeror.

6. CONTRACTOR RESPONSIBILITY REVIEW

6.1 Selection

The County shall select one or more responsible contractors who have the ability to perform successfully under the terms and conditions of this Request for Proposals. The County's determination of contractor responsibility may include, but not be limited to consideration of the following:

- Compliance with public policy, including compliance with State and local laws, regulations, codes and ordinances;
- Record of past performance and ability to maintain commitments for the duration of the contract;
- Financial, staff, organizational and technical resources (including computer and technical equipment); and
- Eligibility for award of a federally assisted contract (e.g., debarment).

6.2 Assessment

In assessing the Offeror's responsibility, the County may request the Offeror(s) being considered for award to submit additional information, statements, and/or other documentation regarding any of the factors enumerated above. Failure of such Offeror to provide such additional information within the time requested by the County may render the Offeror ineligible for award.

7. AWARD CRITERIA

Following the evaluation of proposals, the County will compose a list of highest-rated, responsible Offerors to determine the competitive range. The County shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable based on initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews or oral presentations shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the County may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the County shall request the two or more fully qualified, responsible and suitable Offerors in the competitive range to submit their Best and Final Offer.

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In negotiations regarding the terms of the contract, the County has no legal authority to indemnify the Offeror. Firms submitting proposals agree that they will not ask the County to indemnify them in any resulting contract.

The County may: (a) reject any and all proposal packages received; (b) waive any minor irregularities or technicalities in the proposal packages received; (c) make a single or multiple awards under this RFP; (d) amend this solicitation as permitted by applicable law; or (e) cancel this solicitation in its entirety or any portion thereof.

8. CONFLICT OF INTEREST

The Offeror warrants that to the best of his/her knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this contract and the Offeror's organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage.
2. The Offeror's objectivity in performing the project may be impaired. In the event the Offeror has an organizational conflict of interest as defined herein, the Offeror shall disclose such conflict of interest fully in the proposal submission.
3. The Offeror agrees that if after award he or she discovers an organizational conflict of interest with respect to this project, he or she shall make an immediate and full disclosure in writing to the County which shall include a description of the action which the Offeror has taken or intends to take to eliminate or neutralize the conflict. The County may, however, disqualify the Offeror if it is in its best interest.
4. The County reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

9. Drug-free Workplace

During the performance of this Contract, the Offeror agrees to (i) provide a drug-free workplace for the Consultant'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 Offeror'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 behalf of the Offeror that the Offeror 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 subconsultant 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 an Offeror in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

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10. Employment Discrimination Prohibited

- A. During the performance of this Contract, the Offeror agrees as follows:
1. The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Offeror will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subconsultant or vendor.

Agenda Item #10
Board Committee Reports



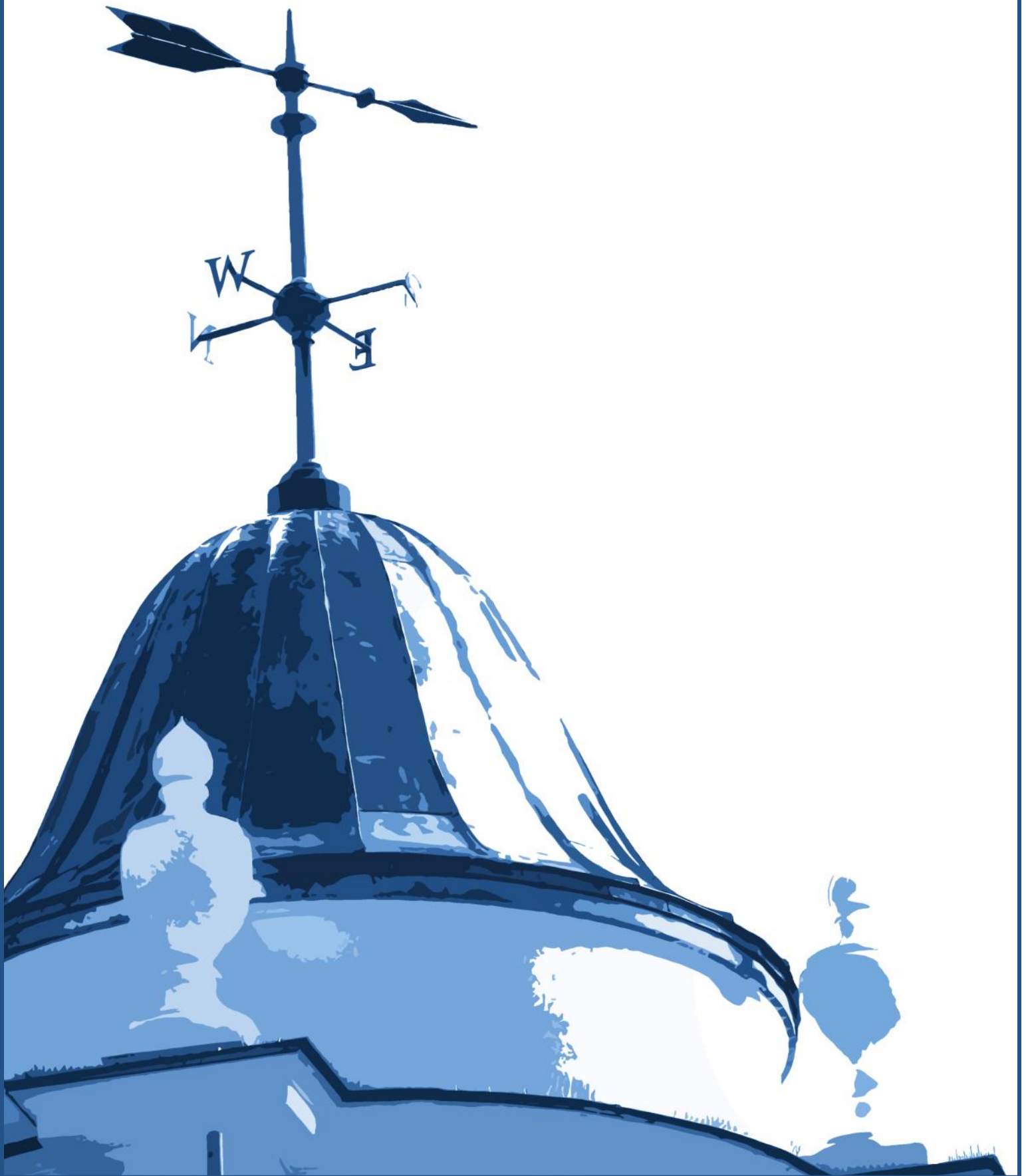
Agenda Item #11
Board Member Comments



Agenda Item #12
Board Appointments



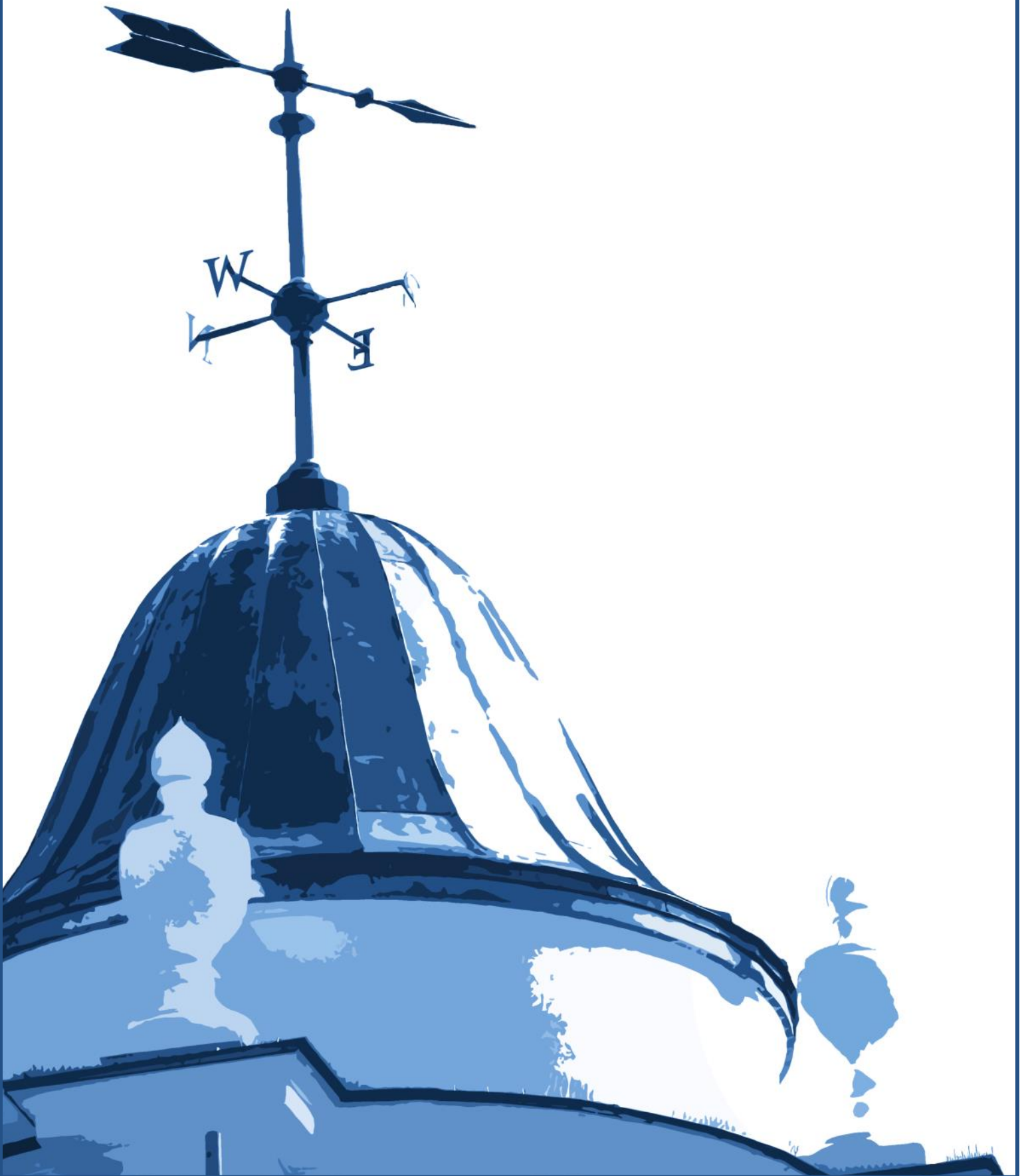
Agenda Item #13
County Administrator Report



Agenda Item #14
County Attorney Report



Agenda Item #15
Board Information



Agenda Item #16

Board Calendars & Reminders

- June 28 – Worksession at 5:00 pm; Regular Meeting at 7:00 pm
- July 12 – Worksession at 5:00 pm; Regular Meeting at 7:00 pm
- July 26 – Worksession at 5:00 pm; Regular Meeting at 7:00 pm

