



**County of Dinwiddie
P.O. Drawer 70
Dinwiddie VA 23841
(804) 469-4500 ph
<http://www.dinwiddieva.us>**

Request for Proposals – RFP-23-040523

**GRASS CUTTING AND LOT CLEANUP
DINWIDDIE COUNTY CODE COMPLIANCE**

This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by references as a part of this notice.

Contact Information:

Questions concerning sealed proposals should be in writing addressed to

Hollie R. Casey
Dinwiddie County

14010 Boydton Plank Road
P O Drawer 70
Dinwiddie VA 23841

(804) 469-4500 ext. 2150 or
Email: hcasey@dinwiddieva.us

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1. PURPOSE

Request for Proposals Prepared By:

Request for Proposals Number:

Hollie R. Casey
Procurement Officer

RFP-23-040523

Release date: April 5, 2023

Deadline: April 26, 2023 at 2 p.m. EST

PURPOSE

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|---|
| <p>The purpose of this Request for Proposals is to solicit proposals from contractors to provide on-call grass cutting and lot cleanup services for Code Compliance purposes. Multiple contracts will be awarded.</p> |
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If you are an individual with a disability and require a reasonable accommodation, please notify Hollie R. Casey at **(804) 469-4500 ext. 2150**, at least three working days prior to the date due.

Proposals, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail, orally, or by telephone.

Nothing herein is intended to exclude any qualified responsible vendor, his/her product or service, or in any way restrain, or restrict competition. On the contrary, all responsible qualified vendors are encouraged to submit proposals.

2. BACKGROUND

Dinwiddie County is a rural jurisdiction of 504 square miles with a population of approximately 28,000 located in south central Virginia.

Per Section 17-16, 20-30 and 15-5 of the Dinwiddie Code, the County frequently needs services of a qualified contractor to provide grass cutting and lot cleanup services. There has been a recent increase in the need for these services.

3. STATEMENT OF NEEDS

Dinwiddie County is seeking the services from qualified contractors to provide grass cutting and lot cleanup services. Multiple awards will be made to include contracts solely for grass cutting, some solely for lot cleanup, and/or both. At least one contractor will be selected for large scale projects as defined below. The resulting contract may be used by departments other than Code Compliance when needed.

3.1. Grass Cutting

1. The County shall pay a fixed fee to all Contractors for grass cutting services. See Section 11.2. Contractor will be paid a prorated amount for all lots greater than one acre. Example: For 1.5 acre lot, Contractor will be paid the per acre rate (\$200) x 1.5 = \$300.

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2. Work shall consist of cutting grass that is 12+ inches tall. For some sites, this can be accomplished using a push mower or lawn tractor and weed trimmer. Other sites may require the use of a bush hog or other means to complete the work. When work is complete, grass shall be no taller than 3-4 inches in height, to include trimming around all permanent structures.
 3. The Contractor shall be responsible for removing incidental litter and debris from all sites prior to beginning grass cutting. Incidental debris is defined as litter, household trash, lawn waste, etc., cumulatively weighing under 100 lbs.

3.2. Lot Cleanup/Debris Removal

1. The Contractor shall be requested to provide lot cleanup and debris removal. This may include, but is not limited to,
 - Cutting overgrown bushes and shrubs
 - Removal of household trash, appliances, furniture, tires, yard waste, etc.
 - Removal of construction-type debris to include wood, metal, carpet, windows/doors, etc.
 - Removal of concrete or asphalt
 - Cutting bamboo
2. The Contractor will be paid a separate labor and disposal fee on all work classified as Lot Cleanup/Debris Removal.
3. For each Task Order, the Contractor will provide (within their 24 hour response time) a flat rate for labor at each requested site. The labor rate shall be based on hourly rates provided in Section 11.3.
4. The Contractor will be **reimbursed** for actual disposal fees at a maximum rate of \$45 per ton or the rates charged by Dinwiddie County Waste Management for a particular item. Weight of debris will be established by the weight tickets issued by an approved dumping site. Contractor shall include weight tickets and/or invoices with their backup upon completion of work.
5. Dinwiddie County strongly encourages recycling practices. The Contractor is encouraged to investigate the recycle of materials generated for more cost effective disposal means.
6. Trash and debris removed from a job site may be disposed of at Dinwiddie Waste Management located at 10817 Wheelers Pond Road, Dinwiddie, VA 23841. Dinwiddie Waste Management cannot accept hazardous materials or substances, concrete, or tree stumps. These items must be taken to a different approved site.

3.3. Large Scale Lot Cleanup/ Debris Removal

A Large Scale Project is defined by the County as a cleanup that requires heavy equipment including but not limited to the following

- Removal of excessive grass, weeds, brush, trees and uncontrolled vegetation.
- Removal of large amounts of household trash, appliance, furniture, tires, yard waste, etc.
- Removal of large amounts construction-type debris to include wood, metal, carpet, windows/doors, etc.
- Removal of concrete or asphalt weighing in excess of 4 tons.
- Cutting bamboo or massive timber weighing 100 lbs to 1,000 lbs.

3.4. Process

1. All work shall be performed at the direction of the Code Compliance Officer for Dinwiddie County.
2. A small pool of contractors will be established for on-call services and used on a rotating basis as needed. The pool will be rotated in an alphabetical order. Should the Contractor contacted not respond within the time frame allowed, the next contractor in the pool will be contacted to perform the services requested.
3. It is understood that the County will not guarantee any minimum amount of work. Should a Contractor fail to complete work to the satisfaction of the Code Compliance Officer, the County reserves the right to secure services from another Contractor in the pool.
4. Contractors will be issued a written Task Order which will include the location of the property where work is to be performed, a description of the work required, and a copy of the ordinance associated with the work. See Attachment B for a sample Task Order. The Task Order serves as the Contractor's written notice to proceed with work. Contractor shall in no event perform any work without having a written Task Order from the Dinwiddie Code Compliance Officer.
5. Response time: Contractor shall respond to all request for services within 24 hours. If no response is received within that timeframe, the next Contractor on rotation will be contacted. Upon response, the written Task Order will be issued. All services must be performed within three (3) days after issuance of the Task Order. Timely response and completion of work is essential.
6. Contractor shall take photos of all property before and after work is completed. Photos must be date stamped.
7. Within three (3) days of completing services, Contractor shall submit the following documents to the County:
 - Detailed Invoice
 - Copy of the Task Order with bottom portion completed verifying completion of work
 - Before/After Pics of job site
 - Weight Tickets, if applicable
 - Any additional requested backup documents

3.5. General Requirements

1. Work Hours: Work shall be conducted Monday through Saturday. All work shall be conducted during daylight hours (defined as 7 am to no later than sunset). Work activities shall only take place when weather conditions permit. Work activities shall cease when weather conditions are considered by the County to be hazardous for working or for the traveling public.
 2. Contractor shall be responsible for furnishing all equipment, labor, materials, and supervision for performing work.
 3. Contractor shall provide experienced, properly trained, qualified operators for each piece of equipment used. All operators shall possess valid CDL licenses, if applicable.
 4. Contractor shall only use equipment with safety guards and shall practice safe operating procedures to properly protect the operator, bystanders and adjacent property from injury/damage.
 5. Contractor will be required to abide by all federal, state, and local rules and regulations regarding hazardous waste, construction, materials, etc. If the Contractor encounters any
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- substance or material suspected to be asbestos containing materials, PCBs or hazardous, Contractor shall cease work immediately and contact the County.
6. Contractor shall ensure all personnel and equipment comply with OSHA and VOSH standards as they apply to the work being done and not create hazardous conditions with equipment use.
 7. Contractor shall furnish and maintain insurance coverage and shall indemnify and hold harmless the County of Dinwiddie in substantial accordance with the stated herein. All Contractors must carry the minimum insurance requirement per Section 8.10.
 8. The County is not responsible for damage to equipment for any reason.
 9. All work must be performed by the Contractor. It is not permissible to subcontract any of this work.
 10. Should at any time a Contractor arrive on a job site and work has already been completed, they must immediately contact the Code Compliance Officer. The County is not responsible for work that is completed by the property owner. The Contractor shall not be owed any payment for work not completed by the Contractor.
 11. Contractor shall, at all times, conduct themselves in a professional manner when approached by any property owners. Should a Contractor arrive at a property and requested by the owner (or others present) to leave the premises, the Contractor must immediately contact the County's Non-emergency Dispatch at (804) 469-3755. The Contractor shall at no time put themselves or others in danger.

3.6. Contractor Qualifications

1. Possess a valid CDL license, if applicable. CDL is required for a Large Scale Project Vendor.
2. Have and maintain a current business license with Dinwiddie County or City/County where the business/shop resides.
3. Have an office/shop located within 40 miles of the Dinwiddie County Government Complex located at 14010 Boydton Plank Road, Dinwiddie, VA 23841.
4. Have adequate staff to respond quickly to task and perform work in a timely manner.
5. For Large Scale Project Vendors, the County prefers at minimum a 3-person workforce.
6. Have adequate equipment and operators to fulfill obligations of the contract.
7. For Large Scale Project Vendors, the County prefers the Vendor to have excavators between 12,000-35,000 lbs, bulldozers or tractor, a minimum of two dump trucks or other combination of equivalent heavy equipment.
8. Have favorable experience working with commercial accounts or businesses.
9. Have at least three (3) references of similar work completed.
10. Have and maintain proper insurance as required per Section 8.10.
11. Have an active registration with Virginia State Corporation Commission, if applicable.

4. **PREPROPOSAL CONFERENCE**

No preproposal meeting is scheduled.

5. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

5.1. General Instructions

- A. In order to be considered for selection, offerors must submit a complete response to this RFP in ONE of the following ways:

i. Hard Copy Submission:

Submit one (1) hardcopy proposal and one electronic copy via CD-ROM or USB Drive. Please include a redacted copy of the proposal in electronic form if applicable. The proposal shall be bound or contained in a single volume where practical. No 3-ring binders please.

Envelopes shall be marked with the following information:

- Name and Address of Offeror
- Due Date – April 26, 2023 at 2 p.m.
- RFP Number – RFP-23-040523
- RFP Title – Grass Cutting and Lot Cleanup

The envelope should be addressed to:

Attn: Hollie Casey
County of Dinwiddie
14010 Boydton Plank Road
P.O. Drawer 70
Dinwiddie, Virginia 23841

If the proposal is not marked with the above information, the offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified.

ii. Electronic Submission:

Electronic proposal submissions are now accepted through Vendor Registry. Go to www.dinwiddieva.us/purchasing, click Current Solicitations, click the solicitation and click Submit Bid. You will be asked to login or register with Dinwiddie County in order to submit a proposal. If applicable, please include a redacted copy of the proposal as a separate file.

No other distribution of the proposal shall be made by the offer. Electronic copies of the proposal shall be provided in a single file in PDF format, unless otherwise stated.

- B. All information requested should be submitted. Failure to submit all information requested may result in the County requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
- C. Proposals shall be signed by an authorized representative of the offeror. Proposals must give the full business address of the Offeror and be signed by him/her with his/her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, vice president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word “President”, “Vice President”, “Secretary”, “Agent” or other designation
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- without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.
- D. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- E. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- F. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- G. 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 may result in rejection of the proposal.
- H. All proposals must be received at the proper location listed in this RFP and by the deadline time (Local Time Prevailing). Any proposals received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined solely by the County of Dinwiddie.
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The County is not responsible for any delay in delivery by USPS, UPS, FedEx or other delivery services. It is the responsibility of the offeror to see that proposals are received on time and in the proper location.

- I. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.
- J. The Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. It is the responsibility of the offeror to ensure that their proposals reach the appropriate office prior to the closing time on the proposal.

5.2. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal. Failure by Offeror to provide the information shall render the proposal non-responsive.

- A. Return Section 11 of the RFP and all addenda acknowledgments, if any, signed and filled out as required.
- B. A brief written narrative statement to include:
 - i. Company's experience providing services listed.
 - ii. Names, qualifications and experience of personnel to be assigned.
- C. Attachments:
 - i. A copy of all valid CDL Licenses
 - ii. A copy of a current business license in Dinwiddie County or City/County the business resides.
 - iii. A copy of a certificate of insurance that meets all insurance requirements.
 - iv. A completed W-9.

6. ACCEPTANCE OF PROPOSALS / AWARD OF CONTRACT

6.1. Qualifications of Offerors

The Offeror shall have the qualifications listed in Section 3.6 in order to be considered.

During the evaluation process, the County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror(s) to perform the services/furnish the goods and the Offeror(s) shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the

obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

6.2. Ethics in Public Contracting

By submitting their proposal, Offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offerors, supplier, manufacturer or subcontractor in connection with their 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.

The Offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the Offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each Offeror attests that his/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the Offeror, or itself, to gain any favoritism in the award of this solicitation.

6.3. Tentative Award Schedule

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|--------------------------------------|----------------|
| Last date to submit questions | April 19, 2023 |
| Proposals Due | April 26, 2023 |
| Negotiations | May 1-5, 2023 |
| Intent to Award Contracts | May 12, 2023 |
| County Board for Supervisors Meeting | May 16, 2023 |

6.4. Clarification of Terms

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the procurement agent whose name appears on the face of the solicitation **by e-mail no later than five working days before the due date**. Any revisions to the solicitation will be made only by written addendum issued which shall be posted on the County's website at <http://www.dinwiddieva.us>, on the Purchasing page.

6.5. Withdrawal or Modification of Proposals

Proposals may be withdrawn or modified by written notice received from Offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications must be signed by the person making the modification or withdrawal.

6.6. Receipt and Opening of Proposals

A. It is the responsibility of the Offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered or opened.

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- B. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received.
 - C. In the event that the County of Dinwiddie offices are closed due to inclement weather and/or emergency situations prior to or at the time set aside for the receipt of proposals, the receipt of proposals date will default to the next open business day at the same time.

6.7. Evaluation Criteria

Proposals will be evaluated by the County using the following criteria. These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations.

| | <u>Point Value</u> |
|---|--------------------|
| 1. Qualifications and experience of company and staff | 30 |
| 2. Hourly rate | 20 |
| 3. Experience with commercial/business clients | 20 |
| 4. Available equipment and staff | 10 |
| 5. Location/distance from Dinwiddie County | 10 |
| 6. Responsiveness and completeness of the proposal. | <u>10</u> |
| Total | 100 |

The County reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award a contract deemed to be in the County's best interest. It is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, §2.2-4359D).

6.8. Announcement of Award

Following the award of a contract(s) or decision to award a contract(s), the County will announce such award of a contract or decision to award a contract on the County's website at <http://www.dinwiddieva.us>, Purchasing page. Subject to the provisions of *Code of Virginia Section 2.2-4360*, any offeror who desires to protest the award of a contract(s) or decision to award a contract(s) shall submit such protest in writing to the attention of Hollie R. Casey, 14010 Boydton Plank Rd, P O Drawer 70, Dinwiddie VA 23841 (hcasey@dinwiddieva.us) no later than ten (10) days after the announcement of the award of a contract(s) or the decision to award a contract(s), whichever occurs first. Such protest shall be clearly identified as a protest and shall include the basis for the protest and the relief sought.

6.9. Award of Contract

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offerors which, in its opinion, has made the best proposal and provide the best value, and shall award the contract to those offerors. The County may cancel this Request for Proposals or reject proposals at any time prior to the award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the County determine in writing and in its sole

discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

6.10. Term of Contract

Contract will be awarded to the successful Offeror for an initial period of twelve (12) months, with the option for renewals under the terms and conditions of the original contract for up to three (3) additional twelve (12) month periods, unless either party gives written notification to the other party sixty (60) days prior to expiration of the then-current term that they do not wish to renew. The contract(s) and any renewals of the contract(s) are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall be in accordance with initial contract or negotiated at time of renewal.

6.11. Contract Documents

The contract entered into by the parties shall consist of the Request for Proposals, the proposal submitted by the Contractor; General Terms and Conditions, the Special Terms and Conditions; the specifications; the scope of services; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the Contract Documents.

All time limits stated in the Contract Documents, including but not limited to the time for completion of the work, are of the essence of the contract.

6.12. Work Authorization

No work shall be performed under this contract until the Contractor has been contacted by the Code Compliance Officer or such person or persons as authorized by the County. A list of authorized personnel will be provided to the successful Contractor. Any and all work performed without such approval shall be considered to be unauthorized work, will not be compensated for, and may be considered grounds for cancellation of contract.

7. **REPORTING AND DELIVERY INSTRUCTIONS**

Once a contract has been awarded, all communication and documentation shall be directed to the Code Compliance Officer: Wayland Huckaby, Dinwiddie County, 14010 Boydton Plank Road, Dinwiddie, VA 23841, (804) 469-4500 Ext 2114, whuckaby@dinwiddieva.us.

8. **GENERAL TERMS AND CONDITIONS**

8.1. Definitions

Whenever used in this solicitation or in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:

A. **Offeror:** One who submits a response to this solicitation

B. **County:** The term “County” shall mean the County which is the County of Dinwiddie, Virginia through the governing body, the Board, or other agent with authority to execute the contract for the County. The County’s agent is the official with the authority to sign the contract on behalf of the County.

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- C. **Contractor:** The person, firm or corporation with whom the County has entered into a contractual agreement and includes the plural number and the feminine gender when such are named in the contract as the Contractor.
 - D. **Defective:** An adjective which refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspections, standard, test, or approval referred to in the Contract Documents, or has been damaged prior to final payment.
 - E. **Notice:** All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm or corporation constituting the party to the contract, or to his, their or its authorized agent, representative or officer, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mailbox.
 - F. **Provide:** Shall mean furnish and install ready for its intended use.
 - G. **Subcontractor:** An individual, partnership or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of the work. It includes one who provides on-site labor but does not include one who only furnishes or supplies materials for the project.

8.2. Laws, Regulations, and Courts

- A. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures.
- B. The Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- C. All solicitations or contracts issued by Dinwiddie County shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. The County and the Contractor are encouraged to resolve any issues in controversy arising from contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366).

8.3. Taxes.

Pursuant to Virginia Code Section 58.1-609.1(4), the county is exempt from the payment of Virginia state sales and use taxes. Vendors should not include such taxes in invoices presented to the County for payment. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

8.4. Anti-Discrimination Statement by County.

The County certifies that it shall not discriminate against any bidder, offeror or contractor because of race, religion, color, sex, sexual orientation, gender identity, national origin, age,

disability, status as a service disabled veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If Contractor is 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, § 2.2-4343.1E).

8.5. Anti-Discrimination Statement by Contractor.

- A. During the performance of the contract, the Contractor agrees to the following provisions.
- i. The Contractor 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 Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B. The Contractor also agrees to include the provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

8.6. Immigration Reform and Control Act of 1986.

Contractor certifies that it does not and will not during the performance of the contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

8.7. Drug-Free Workplace.

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

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, 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.

8.8. Authorization to Transact Business in the Commonwealth.

In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive negotiation, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror 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 or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized. Any offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act 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 anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

8.9. Indemnification.

Contractor agrees to indemnify, defend and hold harmless the County of Dinwiddie, Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered.

8.10. Insurance.

Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia.

Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

Minimum Insurance Coverage and Limits Required:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

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- b. Employer's Liability - \$100,000.
 - c. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, Virginia, its Officers, agents, and employees" shall be added as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
 - d. Automobile Liability - \$1,000,000 combined single limit.
 - e. Professional Liability - \$1,000,000 per occurrence.

8.11. Debarment Status.

The Contractor certifies that it is not currently debarred from submitting proposals or bids on contracts by any department, agency or political subdivision of (i) the Commonwealth of Virginia, (ii) any other state, or (iii) the federal government, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the same.

8.12. Payment.

- A. Contractor shall provide the county with a complete and accurate IRS form w-9.
 - B. Invoices for products/services ordered, delivered, and accepted shall be submitted by the contractor to Dinwiddie county accounts payable via email to accounting@dinwiddieva.us or via postal mail to P.O. Drawer 70, Dinwiddie, VA 23841.
 - C. Unless otherwise specified, any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after correct invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - D. The preferred method of payment for invoices under \$5,000 is with a visa credit card. If the vendor accepts visa payments, they must do so without any fees.
 - E. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month.
 - F. Date of payment is deemed to be (1) the date of postmark in all cases where payment is made by mail, or (2) the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - G. Unreasonable charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the county shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the county of its prompt payment obligations with respect to those charges which are not in dispute (code of virginia, § 2.2-4363).
 - H. The contractor is obligated to: (1) pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the county for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) notify the county and the subcontractor(s) within seven days, in writing of the contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
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- I. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payments from the county, except for amounts withheld as states in section g above.
 - J. These provisions apply to each sub-tier contractor performing under the primary contractor. A contractor's obligation to pay an interest charge to a subcontractor shall not be construed to be an obligation of the county. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

8.13. Availability of Funds.

It is understood and agreed between the parties that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available. The contract will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of the contract shall result in the immediate cancellation of the contract. There shall be no penalty should the Board fail to make annual appropriations for the contract.

8.14. Assignment of Contract.

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

8.15. Default.

It shall be the Contractor's responsibility to make sure that all work is adequately completed as required. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after five (5) days have passed from the date of delivery of written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

8.16. Changes to the Contract.

All contract modifications must be approved by the Dinwiddie County Administrator or his designee. The County will not assume responsibility for the cost of any changes made without proper consent. No fixed-price contract may be increased by more than twenty-five percent (25%) or \$50,000, whichever is greater, without advance approval of the Dinwiddie County Board of Supervisors.

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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 County may order changes within the general scope of the contract at any time by written notice to the Contractor. 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 Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the County of the adjustment to be sought, and before proceeding to comply with the notice, shall await the County's written decision affirming, modifying, or revoking the prior written notice. If the County decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:

- i. By mutual agreement between the parties in writing; or
- ii. 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 Contractor accounts for the number of units of work performed, subject to the County's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- iii. By ordering the Contractor 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 Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the Contractor 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 County within thirty (30) days from the date of receipt of the written order from the County. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

8.17. Termination of Contract.

A. Termination for Cause.

- i. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the County may terminate the contract. If Contractor violates any provision of the Virginia Governmental Fraud Act, the County may terminate the contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the County, or otherwise be guilty of a substantial violation of any provision of the contract, then the County may terminate the contract. The County retains the sole discretion to determine any violation of this section.
- ii. Prior to termination of the contract, the County shall give the Contractor and his surety ten (10) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the County within said ten (10) days, the County may rescind its notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the County may postpone the effective date of the termination notice, at

its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the County finds acceptable. If at any time more than ten (10) days after the notice of termination, the County determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. This decision shall be final and not subject to an appeal to any court of law or equity. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.

- iii. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
 - iv. Upon termination of the contract, the County shall take possession of its property and of all materials, tools, and appliances thereon and finish the work by whatever method the County may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the County, together with any other expenses of terminating the contract and having it completed by others.
 - v. Termination of the contract under this section is without prejudice to any other right or remedy of the County.
- B. Termination for Convenience
- i. County may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as County elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as County may require to assign to the County the Contractor's interest in all subcontracts and purchase orders designated by County. After all such steps have been taken to County's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:
 - All amounts then otherwise due under the terms of this contract as of the latest request for payment,
 - Amounts due for work performed subsequent to the latest request for payment through the date of termination, and
 - Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be

entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, County shall have no further obligations to the Contractor of any nature.

- ii. In no event shall termination for the convenience of the County terminate the obligations of the Contractor's surety on its payment and performance bonds.

8.18. Contractual Disputes.

Disputes and claims arising under this agreement shall be processed pursuant to the Code of Virginia Section 2.2-4363.

8.19. Audit.

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment from the County, or until audited by the County, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

8.20. Patents, Copyright and Trademark.

The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall indemnify, defend, hold and save harmless the County, its officers, agents, and employees, from any loss or liability for or on account of such infringement.

9. SPECIAL TERMS AND CONDITIONS

9.1. Additional Users/Cooperative Procurement

This procurement is being conducted under the provisions of Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), "Cooperative Procurement". As stated, a public body may purchase from another public body's contract even if it did not participate in the Request For Proposals (RFP) or Invitation for Bids (RFP), if the RFP or RFP specified that the procurement was being conducted on behalf of other public bodies.

If authorized by the Offeror, the resultant contract may be extended to any jurisdiction/public body within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Offeror's responsibility to notify the jurisdiction/public bodies of the availability of contract(s). Offerors desiring to offer to other jurisdictions/public bodies under this clause shall so indicate in their response.

9.2. Testing and Inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. All products and services provided shall be in compliance/ accordance with all applicable federal, state and local laws, rules and regulations. If seasonal limitations prevent performance of any required testing of the product, the warranty period for such equipment shall begin after the tests have been successfully performed.

10. LIST OF ATTACHMENTS

Attachment A – Applicable Dinwiddie County Code Sections

Attachment B – Sample Task Order

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11. SIGNATURE SHEET

**RFP 23-040423
Grass Cutting and Lot Cleanup
Dinwiddie County Code Compliance**

By signature, I certify that the proposal as submitted complies with all Terms and Conditions as set forth in RFP. If there are any parts of the terms and conditions that the company cannot meet, I have indicated which ones on an attached page.

By signature, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, equipment or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Offeror.

Signature: _____

Date: _____

Name (type or print): _____

Official Title: _____

Company Name: _____

FIN or SSN: _____

State of Incorporation: _____

Address: _____

Telephone: _____

E-Mail: _____

Submission is for: *(Check all that apply.)*

Grass Cutting

Lot Cleanup

Large Scale Projects

Years in Business: _____

Provide a Complete List of Services Offered by Company: _____
(Include separate sheet if needed)

11.1. Equipment/Employees Available

Check all that are available by your company. Describe any other equipment available but not listed.

- Lawn Mower Trimmer for Shrubs or Weeds Bush Hog Chain Saw
- Dump Truck or Trailer Excavator
- Other: _____

Number of Full-Time Employees: _____

Number of Part-Time Employees: _____

11.2. Fee Schedule – Part A

The County will pay fixed fees for all grass cutting services. By signing below the Contractor agrees to the following fees.

| Item No | Description | Unit Price | Unit |
|---------|-----------------------------------|------------|----------|
| 1 | Grass Cutting, less than one acre | \$200.00 | Per Lot |
| 2 | Grass Cutting, 1 acre or larger | \$200.00 | Per Acre |

Yes, I agree Signature: _____

11.3. Fee Schedule – Part B

The following rates will apply to all lot cleanup/debris removal Task Orders. Please complete Item 4 with your hourly labor rate.

| Item No | Description | Unit Price | Unit |
|---------|--|------------|----------|
| 3 | Maximum Disposal Reimbursement* <i>*Disposal fees will be reimbursed at actual cost</i> | \$45 | Per Ton |
| 4 | Hourly Labor Rate | \$ | Per Hour |

For Large Scale Project Vendors, please provide a separate sheet if there are different rates for various equipment.

11.4. Disposal Facilities to be Used

Provide a complete list of all disposal facilities to be used during the term of this contract. Include name of facility, address and phone. *Include separate sheet if needed.*

11.5. STATE CORPORATION COMMISSION REGISTRATION

Virginia State Corporation Commission (SCC) registration information. The Offeror:

is a corporation or other business entity with the following SCC identification number: _____

OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

11.6. REFERENCES

Offerors shall supply three (3) references that list a brief description of the same type of work and requirements for area(s) of similar size or larger, satisfactorily completed with dates of continuous service or contract period, location, names, addresses, and phone numbers of Owners. Offerors shall only indicate references they have worked within the past two years. A separate page of references is acceptable if needed for additional space.

Reference #1

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

Contract Dates: From _____ To _____

Reference #2

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

Contract Dates: From _____ To _____

Reference #3

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

Contract Dates: From _____ To _____

ATTACHMENT A
APPLICABLE DINWIDDIE COUNTY CODE SECTIONS

Sec. 17-16. - Removal and/or disposal of trash.

- a) The owners and occupants of property in the county shall remove therefrom any and all trash, garbage, refuse, litter and other substances (collectively, "trash") which might endanger the health or safety of other residents of such county in a timely manner.
- b) Trash, garbage, refuse, litter and other debris shall be disposed of in personally owned or privately owned receptacles or in authorized facilities provided for such purpose and in no other manner not authorized by law.
- c) If the county believes that trash has accumulated on property which might endanger the health of other residents of the locality, and if the owners and occupants of the property have failed to remove the trash from the property in a timely manner, the county shall send notice via certified mail to the property owner at the address listed in the tax records of the county and the property occupant at the address of the property that such trash must be removed within 14 calendar days of receipt of the notice. If the property owner fails to remove the trash from the property within 14 days of receipt of the notice, the county shall have the trash removed by the county's own agents or employees. The cost or expenses thereof shall be chargeable to and paid by the owners of such property, and the county shall collect such costs or expenses as taxes are collected.
- d) Every charge authorized by this section with which the owner of any such property shall have been assessed and which remains unpaid shall constitute a lien against such property ranking on a parity with liens for unpaid local taxes and enforceable in the same manner as provided in Articles 3 and 4 of Chapter 39 of Title 58.1 of the Code of Virginia.
 1. The county may waive such liens in order to facilitate the sale of the property, but only as to a purchaser who is unrelated by blood or marriage to the owner and who has no business association with the owner.
 2. All such liens shall remain a personal obligation of the owner of the property at the time the liens were imposed.
- e) Violations of this section shall be subject to a civil penalty, not to exceed \$50.00 for the first violation, or violations arising from the same set of operative facts. The civil penalty for subsequent violations not arising from the same set of operative facts within 12 months of the first violation shall not exceed \$200.00. Each business day during which the same violation is found to have existed shall constitute a separate offense. In no event shall a series of specified violations arising from the same set of operative facts result in civil penalties that exceed a total of \$3,000.00 in a 12-month period. Except for the penalties provided in subsection (f) herein, these penalties are in lieu of criminal penalties and shall preclude prosecution of such violation as a misdemeanor.
- f) In the event three civil penalties have previously been imposed on the same defendant for the same or similar violation, not arising from the same set of operative facts, within a 24-month period, such subsequent violations shall be a Class 3 misdemeanor. Civil penalties shall not be imposed on violations classified as criminal offenses pursuant to this subsection.

(Ord. of 4-20-10, § 1)

Sec. 20-30. - Excessive grass, weeds, brush, trees and uncontrolled vegetation.

- a) The owner of any developed or undeveloped property, including such property upon which buildings or other improvements are located within (i) the boundaries of a platted subdivision that is within areas zoned RR-1, R-1, R-1A, R-2, or R-U, or (ii) any other area zoned for commercial or industrial use in the county shall not permit to remain thereon, excessive grass, weeds, brush and other uncontrolled vegetation in excess of 12 inches in height. This [section 20-30\(a\)](#) shall not apply to wooded areas of land in their natural state. This section shall not apply to bona fide farmland.
- b) An owner of any lot or parcel of land shall not permit to grow or remain thereon any hedge, shrub, tree or other vegetation, the limbs, branches or other parts of which overhang, extend or protrude into any street, sidewalk or public alley in a manner which obstructs or impedes the safe and orderly movement of persons or vehicles thereon, or in the case of trees, when the dead limbs or branches thereof are likely to fall into or across such street or sidewalk, thereby endangering such persons and vehicles.
- c) An owner of property shall within ten days after written notice is given by the county, remove from the property identified in the notice any excessive grass, weeds, brush or other uncontrolled vegetation that is in violation of this article. For the purposes of this [section 20-30\(c\)](#), only one written notice per growing season shall be required.
- d) Written notice shall be deemed given if it is mailed by certified or registered mail to the last known address of the owner of record or if it is personally delivered to the owner of record. The last known address shall be based upon the real estate tax records of the commissioner of the revenue.
- e) The County Administrator or his agent shall be responsible for the administration of this ordinance in accordance with all procedures available under the law of the Commonwealth of Virginia.
- f) In the event (i) an owner of the property fails to comply with a notice given pursuant to subsection (d) above or (ii) an owner of the property has already received the notice required by subsection (d) above at least once for the growing season during which the violation occurs, the county, through its own agents or employees, may remove and dispose of, any excessive grass, weeds, brush or other uncontrolled vegetation.
- g) Any owner who disagrees with the written notice of the county administrator or his agent shall have ten days after the written notice is given in which to file an appeal in writing to the board of supervisors, in care of the county administrator. Said appeal shall briefly set forth the reasons for disagreeing with the notice. Failure to note such appeal shall be deemed a waiver of all right of appeal, and the decision and notice of the county administrator or his agent shall be deemed final.
- h) The cost of any removal and disposal by the county pursuant to this article shall be chargeable to the owner of such property and may be collected by the county as taxes and levies are collected. Any cost with which the owner of such property shall have been assessed, and which remains unpaid, shall constitute a lien against such property ranking on parity with liens for unpaid local taxes and enforceable in the same manner as provided in article 3 (section 58.1-3940 et seq.) and 4 (§ 58.1-3965 et seq.) of chapter 39 of title 58.1 of the Code of Virginia.
- i) Any person violating the provisions of this section shall be guilty of a Class 4 misdemeanor. Such person shall be deemed to be guilty of a separate offense for each day the violation is continued.

(Ord. of 8-6-97; Ord. of 6-18-13 [A-13-1], § 1)

State Law reference— Authority, Code of Virginia, § 15.2-901.

Sec. 15-5. - Maintenance of a public nuisance.

- a) It shall be unlawful and a Class 4 misdemeanor for any person to keep, maintain or permit the existence of a public or common nuisance, including but not limited to refuse, litter, trash, garbage, excessive weeds or grass and other substances which might endanger the health or safety of the residents on any property zoned for residential, business, commercial or industrial use.
- b) As used in this section, the term "excessive weeds or grass" shall mean any weeds or grass which are not regularly mowed or which, for a period of 30 days or longer, has been left unattended by the owner.
- c) The owner of the property shall within 30 days after receiving written notice from the county, remove therefrom or cease the operation and remove from any public or common nuisance that is in violation of this section.
- d) Written notice shall be deemed given if it is mailed by certified or registered mail to the last known address of the landowner or personally served. The last known address shall be based upon the records of the commissioner of revenue.
- e) The county administrator or his agent shall be responsible for the administration of this section. The county administrator or his agent is hereby granted authority to enter upon property for the purpose of inspection to protect health and safety in accordance with this section.
- f) In the event the owner of the property fails to comply with a notice given pursuant to subsection (c) above, the county, through its own agents or employees, may remove the public or common nuisance.
- g) Any landowner who disagrees with the written notice of the county administrator or his agent shall have 30 days after the written notice is mailed, either by certified or registered mail, in which to note an appeal in writing to the board of supervisors. Said appeal shall briefly set forth the reasons for disagreeing with the notice. Failure to note such appeal shall be deemed a waiver of all right of appeal and the decision and notice shall be deemed final.
- h) The cost of any removal and disposal by the county pursuant to this section shall be chargeable to the owner of such property and may be collected by the county as taxes and levies are collected. Every such cost with which the owner of the property shall have been assessed shall constitute a lien against the property from which the nuisance was removed; the lien to continue until actual payment of such cost is made in full to the county.

(Ord. of 8-19-87)

Cross reference— Penalty for Class 4 misdemeanor, [§ 1-11](#); growth of Johnson grass constitutes nuisance, [§ 20-17](#).

ATTACHMENT B
SAMPLE TASK ORDER

TASK ORDER

This document serves as the Contractor's Notice to Proceed with work.

Violation Tracking No: _____

Applicable Code Sections: 17-16 20-30 15-5

Date Issued: _____

Contractor: _____

Location of work to be performed

Address: _____

Parcel #: _____

Work to be performed:

Grass Cutting, under 1 acre

Grass Cutting, 1 acre or more # of Acres: _____

Lot Cleanup, description below. Flat labor fee agreed to: \$_____

Other description/work required:

Task Order issued by: _____

(After work completed)

I hereby verify that the above work has been completed.

Contractor Signature: _____

Date work completed: _____

Disposal Location(s), if applicable: _____