



**Town of Altavista
Request for Qualifications/Proposals to
Provide**

**WEED REMOVAL/GRASS CUTTING
ILLEGAL DUMPING CLEANUP
REMOVAL OF ILLEGAL AND NUISANCE STRUCTURES**

ANNUAL AS-NEEDED CONTRACT

The Town of Altavista desires to create a pool of local contractors to provide weed removal/grass cutting, illegal dumping cleanup, and repairs to, securing, or demolition and removal of nuisance structures as a part of the Town's property maintenance program. A strong commitment to provide timely and professional service is required. Contractors may respond to more than one solicitation if they have the capacity to perform such work.

WORK DESCRIPTION

This work involves mowing private property and adjacent tree lawn areas, illegal dumping and site cleanup, and removal of illegal and nuisance structures upon request, to remedy violations of town ordinances related to excessive grass and weed growth, illegal dumping, and nuisance structures. The services required are on an on-call basis but would be scheduled with advance notice.

SERVICES TO BE PROVIDED (shall include, but may not be limited to):

General Specifications Grass:

1. Typically, on a weekly basis during the growing season, the town will inspect and identify properties where excessive lawn or weed growth, whether on private property or associated tree lawn areas violate town code. Upon determining that the violation should be abated as allowed under town code, the town shall prepare a list of properties with violations and provide that list to the contractor by phone, fax, or e-mail, as mutually agreed between the parties. There may be weeks when there are no properties to be mowed; the town will notify the contractor when this occurs.

2. Within 48 hours of receiving the list of properties to be mowed, the contractor shall respond to each property; photograph each property to be mowed to clearly document the violation; cut the lawn including adjacent tree lawn areas; and then photograph the property after mowing to clearly show that the work was performed. If inclement weather makes it impossible to complete the work within 48 hours, the work shall be performed as soon as weather conditions permit. The contractor should be aware that in some cases the contractor will arrive at the property and discover the property representative has already cut the lawn and it is less than 12" in height. No compensation will be provided in this event, and it is not necessary for the contractor to photograph such properties, but only to note this fact on the list of properties provided by the town for that week.
3. Mowing shall include string trimming when mowing equipment cannot cut growth near buildings, fences, posts, or other obstacles. Clippings shall be cleared from public sidewalks and streets and properly disposed of.
4. The contractor will add information to the list of properties provided by the town, noting the date the contractor visited the property, whether the property was already mowed when the contractor arrived, the labor time taken to mow the property, and the fee for mowing the individual property, as appropriate; will sign the document to confirm that the information is complete; and will promptly return the sheet to the town via hardcopy, e-mail, or fax as agreed between the contractor and the town. The contractor shall invoice the town monthly for all properties mowed within the previous calendar month. The town shall pay the invoice through its usual accounts payable process.
5. The required before and after photographs of each property shall remain in the contractor's possession unless or until the town specifically requires a copy. The photo prints must be in color, with a date and time stamp. Digital photos are acceptable and may be provided electronically in JPEG format, in lieu of hard copy. The photos should be taken in such a way as to clearly show the property address and demonstrate that the lawn is greater than 12" long and in violation of town ordinance. If photos of a property do not clearly document that the property was in violation of the ordinance and that the property was mowed as indicated by the contractor and the town is therefore unable to bill the property owner because of this lack of evidence, the contractor will not be paid for that individual property mowing. This amount may be withheld from the current billing or a future billing depending on when this

circumstance is discovered. The town does not require the contractor to automatically provide all photos but will request photos when necessary. The contractor shall retain these photographs for at least one (1) year after the end of the program.

6. The contractor shall be responsible for all property damages and/or personal injuries to their employees, to town employees, or to the public resulting from its operations. All property damages or personal injuries shall be reported to the town immediately.

General Specifications Illegal Dumping:

1. On an as needed basis, upon determining that illegal dumping has occurred, the town shall prepare a list of properties with violations and provide that list to the contractor by phone, fax, or e-mail, as mutually agreed between the parties.
2. As directed by the town, provide illegal dumping site cleanup for a safe and clean site by removing large items, biohazardous material and other illegally dumped waste material.
3. Illegal dumping sites are considered to contain a variety of large items including furniture, appliances, motors, tires, construction debris, automobile parts, bicycles, mattresses, box springs, garbage, general debris, and other items as may be dumped illegally.
4. Property may be public or privately owned. The town will be responsible for providing access to the site; however, contractor will be required to coordinate all necessary permits as required.
5. Site supervisor and workers must be trained and certified in handling and disposal of hazardous materials. Contractors shall provide copies of any applicable training records, certifications, and licenses required to perform this work.
6. Work shall be performed under a force account (time and material). Documentation of employee hours, equipment and material costs, and disposal costs shall be provided to the town.
7. All work shall be done during daylight hours unless otherwise approved by the town.
8. Contractor shall supply all labor, material, tools, protective clothing and gear, and equipment that is needed to perform the work and to handle, remove, transport, and dispose of all material. Disposal shall be at a site permitted to accept such material.
9. The required before and after photographs of each property shall remain in the contractor's possession unless or until the town specifically requires a copy. The photo prints must be in color, with a date and time stamp. Digital photos are acceptable and may be provided electronically in JPEG format, in lieu of hard copy. The photos should be taken in such a way as to clearly show the property address and demonstrate that the lawn is greater than 12" long and in violation of town ordinance. If photos of a property do not clearly document that the

property was in violation of the ordinance and that the property was mowed as indicated by the contractor and the town is therefore unable to bill the property owner because of this lack of evidence, the contractor will not be paid for that individual property mowing. This amount may be withheld from the current billing or a future billing depending on when this circumstance is discovered. The town does not require the contractor to automatically provide all photos but will request photos when necessary. The contractor shall retain these photographs for at least one (1) year after the end of the program.

10. Contractor shall notify the town when the work is complete and provide a cleanup report for each site, including total weight of debris removed.
11. Contractor shall protect adjoining property and the property of the town from all damage caused by the contractor's operations. The contractor shall carry on the operations in such a manner so as not to damage the existing utilities, ground areas, driveways, fences, trees, or other portions of the property. In the event that damage occurs to any portion of the property or obstacles on the property during operations, the contractor shall replace or repair same at its own cost and expense in like kind and at the direction of the Town Manager, or his designee, at no additional expense to the town. If damaged property resulting from the contractor's operations must be repaired by the town, the cost of such work and repair shall be deducted from the contractor's payment.
12. The contractor shall be responsible for all personal injuries to their employees, to town employees, or to the public resulting from its operations. All property damages or personal injuries shall be reported to the town immediately.

General Specifications Removal or Repair of Buildings and Other Structures:

Town Council, through its own agents or employees, may remove, repair or, secure any building, wall or any other structure which might endanger the public health or safety of other residents of the town. The Scope of Work for each project includes, but may not be limited to, the following:

1. The town shall prepare a list of properties with violations and provide that list to the contractor by phone, fax, or e-mail, as mutually agreed between the parties.
2. Contractor shall provide the equipment, labor, materials, and services necessary to secure, or repair, or demolish and remove the structures and to properly dispose of all materials in accordance with existing federal, state, and local laws, codes, ordinances, and regulations. Structures may contain asbestos and/or lead paint.

3. Contractor shall maintain an appropriate business license and certificates of insurance as required by the town throughout the term of the contract.
4. Contractor shall have and maintain an appropriate contractor's license, including asbestos removal licensing and lead abatement licensing as required by the Commonwealth of Virginia Department of Professional and Occupational Regulation (DPOR). Proof of required licensing must be submitted to the town prior to being awarded a project.
5. Prior to an award, the contractor shall be required to submit a list of products proposed to be used, along with a MSDS for each product to be used, if applicable. Failure to provide all requested or required documentation in the time provided may cause the town to remove the company from the contractor pool.
6. Contractor shall obtain all required permits related to the project including building, demolition, asbestos removal, lead paint removal, disposal of all debris, and any other permits that may be necessary.
7. Contractor shall comply with all applicable federal, state, and local laws, regulations and rules, including, without limitation, all OSHA and other laws and regulations governing protection of employees performing the work and shall obtain and maintain all licenses, certificates, and permits necessary to perform the work during the term of the contract.
8. Safety: The contractor shall follow best industry practices for repairs, demolition, asbestos removal, and lead removal, including the use of Personal Protective Equipment (PPE) while performing operations for the optimal safety and welfare of all personnel working on the sites. Information about required Personal Protective Equipment (PPE) for repairs, demolition, asbestos removal, and lead removal can be found on the Occupational Safety and Health Administration website (www.osha.gov). The contractor shall ensure the safety of all bystanders within or near the worksite.
9. All Work shall be done during daylight hours unless otherwise approved by the town.
10. Performance of work:
 - a. The work shall be performed in a good, workmanlike and safe manner, consistent with industry standards and any applicable recommended guidelines.
 - b. Contractor shall protect adjoining property and the property of the town from all damage caused by the contractor's operations. The contractor shall carry on the operations in such a manner so as not to damage the existing utilities, ground areas, driveways, fences, trees, or other portions of the property. In the event that damage occurs to any portion of the property or obstacles on the property during operations, the contractor shall replace or repair same at its own cost and expense in like kind and at

the direction of the Town Manager, or his designee, at no additional expense to the town. If damaged property resulting from the contractor's operations must be repaired by the town, the cost of such work and repair shall be deducted from the contractor's payment.

- c. The contractor shall be responsible for all personal injuries to their employees, to town employees, or to the public resulting from its operations. All property damages or personal injuries shall be reported to the town immediately.
- d. Contractor shall always maintain the work area in a clean and safe condition. The town reserves the right to ask the contractor to correct any issues it deems to be unsafe or hazardous.
- e. A qualified representative of the contractor shall always be present when any work is in progress. The qualified representative shall be duly authorized to receive and execute orders of the town.
- f. Contractor agrees to furnish at all times an adequate supply of materials and skilled workers who are thoroughly trained and experienced in the necessary crafts and methods to properly perform the work, and to perform the work in the best way and in the most expeditious, economic, and safe manner consistent with the interest of the town.
- g. Contractor agrees that all work shall be completed in a good and timely manner and that time is of the essence for completion of projects. Contractor shall notify the town at least two (2) business days in advance of the date it desires to begin work and must coordinate all work in advance with the Town Manager, or his designee.

11. Equipment: Contractor shall furnish all equipment, which is reasonably necessary to perform the work in accordance with the specifications contained herein. All equipment shall be of sufficient type and size and in good and safe condition as is necessary to meet the requirements of the work.

12. Inspection:

- a. A representative of the town designated by the Town Manager, shall have the right at all times to examine the supplies, materials, and equipment used by contractor, to observe the operations of the contractor and its employees, to verify the activities being performed, and to do any act or thing which the town may be obligated or have the right to do under this contract.

- b. The town will conduct an inspection of the site at the completion of the repair, securing, or demolition and removal. The contractor may be present during this inspection. The town's representative will identify any areas of correction for the areas inspected and the contractor shall correct the concerns. If the contractor is not present during the inspection, the town shall notify the contractor within 24 hours of the items in need of correction. The contractor shall notify the town of any damages or hazardous conditions that affect the appearance, condition, or safety of the grounds. Failure to correct any deficiencies by the contractor shall be grounds to withhold payment of the invoice until deficiencies have been corrected. If the contractor does not satisfactorily correct the deficiencies, the town reserves the right to correct all the deficiencies and deduct the cost thereof from the contractor's payment or to invoice the contractor if necessary.
13. The Contractor shall be responsible for all property damages and/or personal injuries to their employees, to town employees, or to the public resulting from its operations. All property damages or personal injuries shall be reported to the town immediately.
14. Reporting:
- a. Contractor shall notify designated town representative 48 hours prior to beginning work.
 - b. Contractor shall notify designated town representative when work is complete to have a walkthrough while contractor is on premises to see if both parties agree work is complete.
 - c. Contractor shall provide documentation to the town showing proper disposal of all materials. Contractor may not be paid if this documentation is not received by the town.

SEALED QUALIFICATION REQUIREMENTS

To respond to this Request for Qualifications/Proposals a contractor must provide a written sealed offer providing the following information:

1. The contractor's fee structure. As the contractor's fee will be billed to each property owner under town code it is important that the cost associated with each job be individually calculated and adequately documented by the contractor to support passing this fee on to the property owner, including in court if necessary. In the past this fee structure typically has been an hourly fee for work performed on each property, with a minimum fee per property (i.e. \$x per hour, with a minimum fee of \$y per property mowed) but other proposals will be considered so long as they provide the appropriate documentation to support billing each property.

2. The contractor must provide a valid copy of their commercial liability insurance policy with the offer.
3. A list of available equipment must be provided.
4. Provide contact information for three recent references.
5. Contractor proposals shall be received at Town Hall, 510 7th St, Altavista, VA, 24517 until Friday, November 13, 2020 4:00 PM local.

Proposals should be delivered as follows:

In person or via courier (UPS, FedEx, etc.):

Waverly Coggsdale, III-Town Manger
 Town of Altavista
 510 7th Street
 Altavista, VA 24517Via mail

USPS:

Waverly Coggsdale, III – Town Manager
 Town of Altavista
 P. O.

Please provide one (1) original and five (5) copies of the proposal

Any contractor may withdraw its proposal in person, by mail, email, or facsimile any time prior to the scheduled closing time for receipt of proposals. Each proposal shall be considered binding and in effect for a period of sixty (60) days after the closing date. An accepted offer may be renewed for up to two (2) one (1)-year terms by the mutual agreement of the selected contractors and Town Council. The contents of this RFP and the respondent's proposal, as submitted and/or modified, shall become contractual obligations to be executed by the authorized contracting agents of both parties.

6. The Town reserves the right to accept or reject any proposal, in part or in their entirety, or to waive defects if determined to be in the best interest of the Town.

INSURANCE REQUIREMENTS

During the term of the services provided as part of this RFP, the successful contractors must:

1. Procure and maintain the following insurance with carriers acceptable to the town and admitted to do business in the Commonwealth of Virginia, and provide proof of the same to the town:
 - (a) Worker's Compensation Insurance, including employers' Liability coverage, in accordance with Virginia law.
 - (b) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions:
 - I. Contractual liability.
 2. Broad form general liability extensions or equivalent.
 - (c) Motor Vehicle Liability Insurance, including Virginia No-Fault coverages,

with limits not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles, and hired vehicles. The Commercial General Liability Insurances shall include an endorsement naming as an additional insured the Town of Altavista, all elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities and boards, including members, employees and volunteers thereof. All insurance shall include an endorsement that contains a 30-day advance written notice of cancellation to the Town of Altavista.

NONDISCRIMINATION

The successful contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of this Agreement.

QUESTIONS/ADDITIONAL INFORMATION

All questions or clarifications related to this RFP must be submitted to Waverly Coggsdale, III - Town Manager via email at jwcoggsdale@altavistava.gov. **All questions must be submitted before the close of business on Friday, October 23, 2020.** All questions and Altavista's response will be posted on the Altavista Web site: www.altavistava.gov no later than **the close of business on Friday, October 30, 2020.** It is the responsibility of those submitting questions and those interested in responding to this RFQ/P to review any/all questions and responses.

CANCELLATION

Altavista reserves the right to cancel this Request for Qualifications/Proposals at any time. Altavista reserves the right to waive minor informalities or discrepancies contained in any Proposal.

POST EVALUATION OF PROPOSALS

After evaluation of the Proposals, Altavista may engage in individual discussions and interviews with two or more contractors deemed fully qualified, responsible, and suitable because of initial

responses. Repetitive informal interviews are permitted. Contractors shall be encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed opportunity.

At the conclusion of the informal interviews and on the basis of evaluation factors set forth herein and the information provided and developed in the selection process to this point, Altavista shall rank, in the order of preference, the interviewed contractors whose professional qualifications and proposed intentions are deemed most meritorious. Altavista town staff shall make a recommendation to the Altavista Town Council about the proposal. Negotiations shall then be conducted with top ranked contractors and if a contract or contracts satisfactory and advantageous to the contractor can be negotiated at fees considered fair and reasonable, then Altavista reserves the right to invite firms and teams to submit a *Best And Final Offer, (BAFO)*, if, in the town's determination, such action is warranted. The Altavista Town Council shall retain final approval of any/all contracts generated as a result from this RFP.

Timeline	
RFP Advertised:	Sunday, October 4, 2020
Deadline for questions:	Friday, October 23, 2020
Response to questions posted:	Friday, October 30, 2020
RFP Submittal Deadline:	Friday, November 13, 2020 by 4:00 p.m.