

**REQUEST FOR PROPOSALS**  
**Sussex County Convenience Sites**  
**Site Monitoring and Management**  
**All Site Locations**

**Proposal Deadline:           Friday August 13, 2021 11:00AM**

**Overview**

The County of Sussex is seeking proposals from Contractors who are not only capable of performing the attached scope of work but are also take pride in the delivery of their service to the customers and citizens of Sussex County. The contractor must currently be in the business of providing securing and monitoring services. All applicable federal, state, and local laws, ordinances and regulations must be adhered to. Services to commence September 1, 2021.

Contractors submitting a proposal should review the procurement requirements listed. Specifically, the selected Contractor will be required to:

- Execute a Master Services Agreement with the County of Sussex.
- Complete applicable forms and certifications.
- Maintain General Liability Insurance as set out in Exhibit A
- Maintain Workers Compensation Insurance as set out in Exhibit A; and
- business automobile liability as set out in Exhibit A and furnish proof of such insurance.

No Contractor who is the recipient of County of Sussex funds, or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veteran status, physical or mental disability or perceived disability, or other criteria protected by law. Discriminatory practices based on the foregoing are declared to be contrary to the public policy of the County. The County of Sussex complies with all Equal Employment Opportunity requirements.

The selected contractor will report to the Director of Public Works or his/her designee.

## **Proposal Submittal**

Proposal responses shall be submitted on the Proposal Submission Form (page 14). All costs are to be final unless the County and chosen Offeror(s) agree in writing to different costs or rate schedules.

Proposal must include a minimum of three professional references. These references should be attached to the Proposal Submission Form and include current contact information including name, address, telephone number and email address.

Please direct any questions regarding proposal submission to the Solid Waste Section Manager via county email at:

[swdirector@sussexcountyva.gov](mailto:swdirector@sussexcountyva.gov) .

Completed proposals must be received no later than August 13, 2021, 11:00 am and delivered to: County of Sussex, P.O. Box 1397; 20135 Princeton Road, Sussex, VA 23884, clearly marked "Convenience Site Monitoring and Management Services."

NOTE: The County reserves the right to reject any and all proposals. Proposals received after this deadline may be refused and deemed ineligible for consideration at the County's sole discretion.

## **Selection of Contractor**

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 factors set out in this RFP, including price. Price shall be considered but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. Awards may be made to more than one offeror. 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.

### **Proposal Requirements and Examination of Work to be Performed.**

The Contractor selected will be required to submit a Certificate of Insurance naming the County of Sussex as an additional insured, which will be reviewed by the County Administrator's Office.

A contract will then be negotiated between the Contractor and the County, with each agreeing to the terms of the contract and affixing authorized signatures. The contractor will be required to complete all forms and certifications required by the County, State and Federal governments. The County may reject any or all proposals and may waive informalities and minor irregularities in any proposal received.

The contractor is required to thoroughly examine the request for proposal requirements and the work contemplated, and it will be assumed that the contractor has investigated and is satisfied as to the requirements. It is mutually agreed that submission of a request for proposal shall be considered prima facie evidence that the contractor has made such examination.

Before submitting the request for proposal, the contractor shall examine the scope of work and visit the sites of the work to become familiar with the working conditions and the exact nature and extent of the work taking into account any special or unusual features peculiar to this project. By submitting a proposal, the contractor, if selected for award, shall be deemed to have accepted the terms of this RFP.

For complete bid packages, please contact Sussex County Administration at (434) 246-1000.

## **Section 1**

### **GENERAL INFORMATION**

This RFP contains instructions governing the content of the proposals and the format in which they are to be submitted. It does not attempt to define all the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the contractor to be demonstrated in the areas of expertise necessary to the contract. There are mandatory requirements to be met, but should the contractor foresee the need for qualification of the effort or additional requirements, concise and relevant discussion is encouraged. Questions from contractors shall be accepted by the County Administrator via email or phone. Emails shall be submitted to [swdirector@sussexcountyva.gov](mailto:swdirector@sussexcountyva.gov).

### **SCOPE OF SERVICES AND SPECIFICATIONS**

## **Section 2**

This scope of work pertains to the requirements of monitoring and management of all Sussex County convenience sites which are sited at various locations in the County. As part of the response to this RFP, bidders if awarded will be required to submit a weekly patron count report showing the number of patrons utilizing a particular site and on what day. The overall responsibility of the Contractor is to coordinate, plan, manage, and perform activities described in this RFP to maintain an acceptable appearance, customer interaction and satisfaction at the sites.

The Contractor shall furnish all labor and materials necessary to perform the monitoring and management tasks in the RFP. Contractor shall complete all the tasks listed below and will comply with all therequirements and specifications.

#### **2.1 HOURS WHEN WORK IS TO BE PERFORMED**

All work is to be performed in adherence to the published and posted operating schedule of all the Sussex County convenience sites. That schedule is Monday through Saturday 7:00AM to 6:00PM, 1:00PM to 6:00PM Sunday. Any deviation from that schedule or unscheduled closing shall result in immediate notification of Sussex County staff.

#### **2.2 SCHEDULING OF WORK- BEGINNING OF CONTRACT TERM**

At least five (5) business days prior to the commencement of the contract, the Contractor shall submit in writing to the County Administrator, the Public Works Director and the Solid Waste Section Manager, the name of the Supervisor authorized to act for the Contractor in every detail for the monitoring and management services.

## **2.3 SPECIFICATIONS, DUTIES AND RESPONSIBILITIES**

Overview: The following specifications outline the scope of services and responsibilities required of the Contractor but may not be inclusive of the entire scope of services. The specifications outline the duties and performance of work required. Other parts of the contract (not included here) provide requirements such as insurance and licensing standards, hours of work, work authorizations, etc.

- a. Site monitor shall report for duty at the time and place specified by their assignment and remain at the site until the posted closing time for the day and time of that site.
- b. Site monitors will report to their assigned site in uniforms as approved and provided by the contractor.
- c. Site monitors will be readily identifiable as a Site monitor by the uniform, company insignia and name badge.
- d. Site monitors will maintain their uniforms, including shoes in a neat and clean manner while on duty at their assigned site, as they represent the contractor and Sussex County.
- e. Site monitors will be responsible for the proper care and use of the Site buildings and any Site equipment assigned to them. Any damage, defect, destruction, or loss shall as soon as possible be reported to the Supervisor who will then report it to the Sussex County Solid Waste Manager.
- f. Site monitors shall not at any time utilize any Sussex County convenience site property for any personal use, personal benefit, or personal gain.
- g. Site monitors will provide a security presence and be an information resource for law enforcement, customers, visitors, and Sussex County staff.
- h. Site monitors will monitor customers to ensure compliance with all security and safety procedures.
- i. Site monitors will maintain a professional attitude and manner when communicating with Sussex County staff and customers.
- j. Site monitors will immediately report any unusual or emergency conditions to the site supervisor and the Sussex County Solid Waste Manager.
- k. Site monitors will maintain activity listing all pertinent activity and occurrences during their assigned shift.
- l. Site monitors will not engage in any personal business or activities which would cause a neglect in assigned duties.
- m. Site monitors will perform their duties unimpaired by alcoholic beverages, illegal or prescribed drugs, or
- n. conflicts or demands arising from off-duty employment.
- o. Site monitors will, at the end of their shift complete all required logs as required by the Monitoring Company.
- p. company and the Sussex County including daily patron counts which will be submitted to Sussex County staff each Monday.
- q. If injured on the site, Site monitors will notify the Site Supervisor immediately and take all necessary actions. The Site Supervisor will notify verbally immediately the Sussex County Solid Waste Manager and then submit a written report within three business days.
- r. Site monitors will not loiter, will greet all customers entering the site, will not sleep in

the attendant building, and shall be visible at all times to all customers upon entering the site.

- s. Site monitors will at no time leave their assigned site unsecured unless being relieved.
- t. Site monitors will at no times will have family or friends loitering on the site while performing their duties on their assigned shift.
- u. Site monitors will maintain the site and grounds in a clean and orderly manner. No Site Monitor will at any time remove waste from the receptacles or accept waste from a customer for their own personal use.
- v. Customers are to clean the area after they dispose of their waste. It is the duty of the Site Monitor to ensure compliance with this rule or the Site Monitor will be responsible for cleaning the area after the customers.
- w. Site monitors will know the correct disposal receptacle for the waste type.
- x. Site monitors will verify the customer is a resident of Sussex County.

## **2.4 PAYMENT TO CONTRACTOR**

Contractor shall submit invoices on the first of each month or soon as possible thereafter. Each invoice will show a detail of each site and the number of hours worked by each individual at that site. The invoice will show the total amount due for each site and the total amount due for all sites for the month.

## **2.5 CONTACT INFORMATION**

### **County Administrator**

Richard Douglas  
County Administrator  
Office: 434-246-1037  
P.O. Box 1397, 20135 Princeton Road, Sussex, VA 23884  
Email: [rdouglas@sussexcountyva.gov](mailto:rdouglas@sussexcountyva.gov)

Public Works Director  
Jeff Gary  
Office: 434-594-7367  
P.O. Box 1397, 20135 Princeton Road, Sussex, VA 23884  
Email: [jgar@sussexcountyva.gov](mailto:jgar@sussexcountyva.gov)

Solid Waste Manager  
Lisa Danuser  
P.O. Box 1397, 20135 Princeton Road, Sussex, VA 23884  
Email: [swdirector@sussexcountyva.gov](mailto:swdirector@sussexcountyva.gov)

**SECTION 3**  
**PROPOSAL SUBMISSION FORM**  
**County of Sussex Convenience Sites**  
**Site Monitoring and Management**

1. COMPANY NAME \_\_\_\_\_
2. ADDRESS (Home Office, invoice remittance) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. CONTACT NUMBER (Office and Cell)  
\_\_\_\_\_

**PROPOSAL PRICES.** Fixed prices for all requirements identified in Section 2 Scope of Services and Specifications. Pricing submitted in this portion must be fully inclusive of all anticipated costs of the RFP and shall include all costs for management, supervision, labor, and material associated with the RFP.

**Pricing to comply with Section 2 Scope of Services of this RFP. This is the base bid for the and shall a part, not totally all of the consideration in the selection of the successful contractor:**

Monthly cost per site \_\_\_\_\_ x 8 = Total monthly costs for all sites \_\_\_\_\_  
Totally monthly costs all sites \_\_\_\_\_ x 12 (months) = Total annual costs for all sites \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name/Title of Authorized Representative

\_\_\_\_\_  
Date

**Attachment A**  
**General Conditions and any Special Conditions**  
**The following conditions shall apply to any contract resulting from this RFP:**

**Termination for Convenience.** The County shall have the right to terminate this contract at its convenience, with or without cause, by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced shall become the property of the County.

**Assignment of Interest.** The Contractor shall not assign any interest in the resulting contract and shall not transfer any interest in the same without prior written consent of the County which the County shall be under no obligation to grant.

**Binding Effect.** The terms, provisions, covenants and conditions contained in any resulting contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

**Governing Law.** The laws of the Commonwealth of Virginia shall govern this contract and all litigation to enforce any provision of the contract shall be brought in the Courts of Sussex County, Virginia.

**Worker's Compensation Insurance** shall be in compliance with all states in which Contractor does business, including coverage B Employer's liabilities in not less than the following amounts:

Bodily Injury by accident, \$100,000 for each accident;

Bodily injury by disease, \$500,000 policy limit;

Bodily Injury by disease, \$100,000 for each employee.

**Public Liability Insurance** in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury.



Automobile liability insurance in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicles.

The insurance specified herein shall name the County of Amelia as additional insured with regard to work performed under any subsequent contract. The policy(ies) shall provide that the County is to receive written notice by certified mail, sixty (60) days in advance of cancellation or alteration of the policy(ies). Contractor shall provide the County with copies of certification of insurance coverage and proof of payment of all premiums.

**Ethics in Public Contracting.** Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act (Va. Code §2.2-4367 et seq.), and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith.

**Partial Invalidity.** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of this contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any contract shall neither be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.

**Indemnity.** The Contractor shall indemnify and hold harmless the County of Amelia and its officers and employees, against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work described herein, provided that any such claims, damages, losses or expenses (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) are caused in whole or in part by any negligent acts or omissions of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification clause shall apply to the fullest extent permitted by law. The County is not permitted under Virginia law to provide a similar blanket indemnification to the Contractor, and any proposal including such a requirement may be deemed non-conforming.

**Subcontractors and Assignments.** The Contractor shall not sublet or assign this contract or any portion thereof without the prior written consent of the County. In seeking consent for any subcontract or assignment, the Contractor shall furnish all information required by the County to permit the County to ascertain the qualifications of the proposed Subcontractor to perform the work, and the Contractor shall submit a copy of the subcontract to the County for approval. The subcontract shall incorporate by reference all provisions and conditions of this contract.

The County approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties or liabilities hereunder. The Contractor shall continue to be responsible to the County for performance of the Subcontractor and the Subcontractor, for all purposes, shall be deemed to be an agent or employee of the Contractor. Nothing in the contract resulting from this RFP or any subcontract shall create any contractual relationship between any Subcontractor and the County .Examination of Records. The Contractor agrees that the County of Amelia or any duly authorized representatives shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine any and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to any Contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims.

**Attorney Fees.** In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall be responsible for its own attorney fees.

**Contractual Disputes.** Contractual claims, whether for money or other relief, shall be submitted by Contractor in writing no later than sixty days after final payment; however, written notice of Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The Owner shall consider the claim, and shall make a written determination as to the claim within forty-five days after receipt of the claim. Such decision shall be final and conclusive unless Contractor appeals within six months of the date of the final decision by instituting legal action as provided in Section 2.2-4364 of the Code of Virginia.

**Payment of Subcontractors.** Contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to Contractor under this contract for work performed by a subcontractor under this contract:

- (a) Pay the subcontractor for the proportionate share of the total payment received by Contractor attributable to the work performed by the subcontractor under this contract, or

Notify the Owner (Locality, Commission, Board, Authority, etc.) and the subcontractor, in writing, of Contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment.

Contractor shall pay interest to subcontractors on all amounts owed by Contractor that remain unpaid more than seven days following receipt by Contractor of payment for work performed by subcontractors under this contract, except for amounts withheld as allowed in (b) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The interest charge shall not be deemed an obligation of the Owner, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tiered subcontractor.

**Nondiscrimination.** During the performance of this contract, the contractor agrees:

- (a) not to discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment except where there bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Notices setting forth the above language shall be posted in conspicuous places, available to employees and applicants for employment.
- (b) The Contractor, in all solicitations or advertisements for employees placed by or on the Contractor's behalf, will state that such contractor is an equal opportunity employer.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the above requirements.
- (d) The Contractor will include the provisions of paragraphs (a), (b) and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**Drug-Free Workplace.** During the performance of this contract, Contractor agrees to:

- (a) provide a drug-free workplace for Contractor's employees;
- (b) 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;

(c) 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

(d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

during the performance of this contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth; provision of SCC Identification Number.**

Contractor, whether 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 of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Contractor shall provide the County with its State Corporation Commission Identification Number.

If Contractor 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, Contractor shall provide the County with a statement describing why it is not required to be so authorized.

Failure to comply with provision shall result in the Contractor not receiving an award of this Agreement unless a waiver of this requirement is granted by the County Administrator. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this Agreement, and such failure to comply with this provision may result in the County voiding this Agreement as authorized by Section 2.2-4311.2 of the Code of Virginia.