

**TOWNS OF HAYMARKET  
IN PRINCE WILLIAM COUNTY, VIRGINIA**

**REQUEST FOR PROPOSAL  
REFUSE & RECYCLING SERVICES**

**Date Issued: February 05, 2024**

**RFP2024-001**

**Summary**

The Town of Haymarket is soliciting proposals from all interested refuse and recycling collection businesses for the purpose of contracting with the Town of Haymarket to provide refuse and recycling services.

All interested refuse and recycling collection businesses are invited to submit a proposal in accordance with the enclosed requirements. The submittal, consisting of the original proposal and two (2) additional copies marked, “**Refuse and Recycling Services Proposal,**” must be received **no later than February 29, 2024 at 2:00 pm.**

Proposals must be mailed or hand delivered to:

Emily Kyriazi, Town Manager  
Town of Haymarket  
15000 Washington Street #100  
Haymarket, Virginia 20169

This Request for Proposal (hereinafter “RFP”) and any addenda are available on the State’s Procurement site, eVA, at <https://eva.virginia.gov/index.html> and on the Town of Haymarket’s website at [www.townofhaymarket.org](http://www.townofhaymarket.org). To receive a printed or electronic copy of this document or any technical assistance, please contact Emily Kyriazi at (571) 469-0323 or [ekyriazi@townofhaymarket.org](mailto:ekyriazi@townofhaymarket.org). **Mandatory Offerors Conference will be held on February 15, 2024 at 3:00 p.m.** The conference will be held virtually via Zoom. Please email the Town Manager, Emily Kyriazi at [ekyriazi@townofhaymarket.org](mailto:ekyriazi@townofhaymarket.org) for zoom link.

Time is of the essence and any proposal received after 2:00 p.m February 29, 2024, whether by mail or otherwise, will be returned unopened. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP title, and date and hour proposals are scheduled to be received. Offerors are responsible for ensuring their proposal is stamped by the Town of Haymarket by the deadline indicated.

## **Section 1.0 Procurement Terms and Conditions**

### **A. Purpose**

The Town of Haymarket is seeking responsible proposals from well-qualified businesses for the provision of municipal refuse and recycling services. The contractor will be selected through a competitive negotiation process in accordance with the Virginia Public Procurement Act.

### **B. Background**

The Town of Haymarket provides residents trash service in which trash can be placed in individual containers curbside with regular bi-weekly collection of refuse, recyclables, yard waste and special collections of larger, bulky items and appliances. The current regularly scheduled pick up days are Monday and Thursday for the entire Town of Haymarket. While strong preference will be given to proposals that maintain the existing collection schedule, all proposals will be considered.

### **C. Scope of Services**

A comprehensive scope of services is located in Section 2.0 of the RFP. Prospective Offerors are strongly advised to carefully read the required scope of services and ensure that the Offeror is fully capable of compliance with all the required provisions and services therein.

### **D. Term of Agreement**

The initial term of the Contract with the Town of Haymarket shall commence on the day following the date of expiration of their existing contract and shall run through June 30, 2029. The Contract shall allow for two (2) consecutive two-year renewals thereafter pursuant to written agreement that is signed by all parties.

### **E. Procurement Contact**

The Principal Procurement Contact for this solicitation is Emily Kyriazi, Town Manager. Phone: 571-469-0323. Email: [ekyriazi@townofhaymarket.org](mailto:ekyriazi@townofhaymarket.org).

All questions concerning this Request for Proposal should be directed in writing not later than ten (10) business days prior to the proposal due date to the Principal Procurement Contact. All questions and answers including any addenda to the RFP and the Contract will be posted on the Virginia Procurement eVA website at <https://eva.virginia.gov/index.html> and on the Town of Haymarket's website [www.townofhaymarket.org](http://www.townofhaymarket.org).

### **F. General Proposal Preparation Information**

Proposals and Agreements with the Town of Haymarket and its officials, departments and employees are governed by the Virginia Public Procurement Act, Sections 2.2-4300, et seq. of the Code of Virginia, as amended. All Offerors are referred to the specific provisions of said laws for guidance in dealing with the Town of Haymarket solicitation. In the event of an inconsistency between the Provisions of this solicitation, the Contract, or other included document, or State Procurement Law, the inconsistency shall be resolved by giving precedence to the following documents in the

following order:

1. The Code of Virginia and the Virginia Public Procurement Act, as amended and as applicable to the Town
2. The Request for Proposal (RFP)
3. The Contract

The following general information is provided to all Offerors to facilitate the preparation of suitable proposals for the services identified in this Request, and the requirements set forth shall be binding on all Offerors.

The Town of Haymarket is not at liberty to change the terms of the RFP or Contract after the opening of Proposals. Where questions and discussions prior to Proposal opening disclose a need for additional information or amendments, appropriate addenda to this RFP will be prepared and distributed so that qualified Offerors can offer proposals based upon the same information and specifications. A qualified Offeror is one who attends the Mandatory Offerors Meeting. Prospective and Qualified Offerors must provide a valid current means of communication in writing to the Principal Procurement Contact so that additional information, amendments and addenda may be distributed.

The Town of Haymarket may extend the date and time for opening of Proposals if it believes it is necessary and in the best interest of the Town.

1. Completeness and Responsiveness

All information required by the Request for Proposal must be supplied in order for the Proposal to be considered complete and responsive. Inadequate information may result in disqualification of the Proposal, as determined by the Town. Proposals cannot be modified after they are opened. Any modifications of qualified Proposals not expressly provided for in the Request for Proposal may require rejection of the Proposal in whole or in part, solely at the discretion of and in the best interest of the Town of Haymarket.

2. Only authorized parties to sign:

Each Proposal and the Contract must be signed by a person(s) authorized to bind the Offeror to a valid contract with the Town of Haymarket. The Town may require that any Offeror submit powers of attorney or other appropriate documentation showing the authority of the signatory to act on the Offeror's behalf. If, whether such proof of agency has been demanded or not, it later appears that the signatory was not authorized to act, the Town may declare the Contract null and void if it is in the Town's best interest to do so.

3. RFP Submission Form Required:

- a. The Offeror **must complete** and file responses to questions posed in the RFP Submission Form located at the end of this document and demonstrate to the satisfaction of the Town that the Offeror has the capability to deliver the entire scope of services and all terms of the contract required under this solicitation.
- b. The Contract shall only be awarded to the Offeror who, through evidence submitted or information available to the Town has shown that the Offeror has the demonstrated capability, capacity, financial resources and skilled personnel to adequately perform all services and fulfill all terms, conditions and provisions under the contract.

4. Return of Proposal Package:

Should you be unable to submit a Proposal in response to this Request, please provide the Principal Procurement Contact with a statement as to why you are unable or unwilling to propose. The Town is interested in learning whether problems with the Proposal process discourage responses.

5. Answers and Interpretations to this Request for Proposal:

The Principal Procurement Contact shall provide any interpretation made to prospective Offerors in the form of an addendum to the Request for Proposal, which will be posted on the Virginia Procurement eVA website and Haymarket's website no later than three (3) days before the proposal due date. Verbal answers from any source whatsoever shall not be authoritative, controlling or binding.

**G. Specific Proposal and Submission Instructions**

In order to be considered for selection, Offerors must submit a complete response to the RFP. One (1) hard copy original, seven (7) hard copy copies, and an electronic copy in PDF format presented via email, marked, **Refuse and Recycling Services**, must be submitted to the Principal Procurement Contact. No other distribution of the proposal shall be made by the Offeror. Proposals must be submitted to:

Emily Kyriazi, Town Manager  
Town of Haymarket  
15000 Washington Street #100  
Haymarket, Virginia 20169

Proposals are due no later than 2:00 p.m. local time on **February 29, 2024**. Late proposals will not be considered and shall be returned or destroyed by the Principal Procurement Contact unopened solely at Town of Haymarket's discretion.

1. Specific Proposal Preparation:

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. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

An authorized representative of the Offeror must sign the proposals. All information requested should be submitted. Failure to submit all information requested may result in the Town requiring prompt submission of missing information or the assignment of a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack the required information may be rejected by the Town. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Ownership of all data, materials and documentation originated and prepared for the Town pursuant to the RFP shall belong exclusively to the Town and be subjected to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under FOIA; however, the Offeror must invoke the protections of Section 2.2-4342 (F) of the Code of Virginia, in writing submitted to the Town, either before or at the time the data is submitted. The written notice must identify the data or materials to be protected and state the reason why protection is necessary. Please refer to Section H-Trade Secrets or Proprietary Information in the RFP Submission Form. 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 secrets or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

2. **Required Proposal Layout, Content and Information:**

Proposals shall be as thorough and detailed as possible so that the Town of Haymarket may properly evaluate the Offeror's capabilities to provide the required refuse and recycling services. Offerors are required to submit the following items as a complete proposal:

- a. A cover letter with introduction that demonstrates a thorough understanding of the scope of the services and contractual provisions required under this Request for Proposal and the Contract.
- b. A written narrative statement to include:
  - i. Qualifications of the Offeror and the number of years the firm has been in business. In an appendix include a copy of the Offeror's last two financial statements and documentation to confirm that Offeror is licensed under all applicable laws of the Commonwealth of Virginia, and the County of Prince William.
  - ii. Resumes of all key management staff to be assigned to this Contract, identifying the principal manager and all key staff members that will be involved in the provision of services. For key personnel include: qualifications, work experience, description of proposed work responsibilities to be performed under Contracts with the towns, and estimated number of hours each individual would contribute to work performed under Contracts. Include the organizational structure of the team (including subcontractors). Resumes must be included as an appendix, not in the body of the Qualifications.
  - iii. Previous relevant experience of the Offeror. Provide detailed information on the Offeror's current provision of similar refuse and recycling services to cities, towns, and communities in the Northern Virginia area. References where such services were provided in the past will be considered but are not preferred.
  - iv. The Offeror must provide a minimum of three (3) references from cities, towns, and communities in the Northern Virginia area. Full contact information including name(s), telephone number(s) and email addresses must be provided for each reference.

- v. Information relevant to meeting the required elements listed immediately below in Section H, Evaluation Criteria.
  - c. A detailed Work Plan that demonstrates the Offeror's familiarity with the towns named in this RFP. This Work Plan must clearly indicate the procedures, equipment, and staff that the Offeror will use to provide the services required by the RFP and the Contract. The Work Plan must also clearly indicate all facilities the Offeror will use for the disposal of all materials collected under the Contract including, but not limited to landfills, Material Recovery Facilities, Transfer Stations and Yard Waste Recyclers. The Work Plan must respond specifically to all the requirements and the entire scope of services in the Contract documents and the Request for Proposal.
  - d. The cost of services as indicated by the proposed initial per unit fee as required under Section XIX of the Contract. Please note that no additional surcharges or fees will be considered responsive.
3. Mandatory Offerors Conference:  
A **Mandatory Offerors Conference** will be held at **Town Hall, 15000 Washington Street, #100, Haymarket, VA 20169** on **February 1, 2024 at 10:00 a.m.** This meeting will provide prospective Offerors with an opportunity to ask questions concerning this RFP and to schedule inspections of the towns where service is to be provided. **No proposal will be considered responsive unless a representative of the Offeror attends the Mandatory Offerors' Conference.** Only those Offerors who clearly and legibly sign the attendance form and complete all information required on the form will be considered responsive.

## **H. Evaluation Criteria**

Selection of the successful Offeror will be based upon a "Best Value" evaluation. Best Value means the overall combination of quality of service(s), price, and various elements of required services that in total are optimal relative to the Town of Haymarket's needs. The Town of Haymarket is not obligated to award a contract(s) and may cancel this RFP prior to award at its discretion. The Town of Haymarket will review each Offeror's Proposal and the minimum criteria to determine the relative Best Value evaluation of each Offeror. **Price shall be considered, but need not be the sole determining factor.** Proposals shall be evaluated based on those requirements which are set forth in the Request for Proposal, the Contract, the Town of Haymarket purchasing policies and Virginia Public Procurement law as applicable to the Town of Haymarket. This solicitation is being procured by competitive negotiation. The Town of Haymarket's desired outcome for this process is the selection of the best qualified Offeror that most clearly demonstrates the ability to responsibly and adequately provide all services required under this RFP and the Contract. The Town of Haymarket strongly prefers and will give preference to Proposals that maintain the Town's preferred day for refuse and recycling collection.

Proposals will be evaluated by the Town of Haymarket using the following criteria:

- (1) Experience performing similar work based on qualifications and references. Offeror must clearly demonstrate that it possesses the ability, experience, capacity, skill, and financial resources to fulfill satisfactorily all the requirements of the RFP and the Contract.
- (2) Evaluation of past performance based on references. The Offeror must have performed satisfactorily in current or previous contracts of similar size and scope; or, if the Offeror has not performed a contract of similar size and scope, the Offeror must demonstrate that it has the necessary capacity, experience and resources to fulfill all requirements of the Contract.

- (3) Cost of services; reasonableness of cost proposal.
- (4) Evaluation of the Proposed Work Plan. The offeror must demonstrate in its proposal and any subsequent discussions an understanding of the Town's specific needs, service requirements and expectations. No Proposal will be considered complete without the submission of the Work Plan as described in Section G.2.c above.
- (5) Evaluation of quality, resourcefulness, and completeness of proposed approach when addressing the contractually required scope of services.

#### **I. Negotiation and Award of Contract**

Pursuant to the Virginia Public Procurement Act, 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 involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of 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 Town of Haymarket shall select the Offeror which, in the Town of Haymarket's opinion, has made the best proposal, and shall award the contracts to that Offeror. Should the Town of Haymarket 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.

**There is no binding agreement, no contractual relationship, no understanding or mutual assent until the Contract herein is signed, duly executed and exchanged by and between the successful Offeror and the Town identified in this RFP.**

The Contract and all terms and conditions therein represent the entire and integrated agreement between the parties and supersede any and all prior negotiations, representations or agreements, either written or oral. Prior to execution, the Contract may be amended or modified only by a written modification at the sole option of the Town. Once executed, any modification shall be governed by Section XXVI of the Contract.

#### **J. Competency of Offeror**

The Offeror, if requested, must present within forty-eight (48) hours evidence satisfactory to the Principal Procurement Contact of performance ability; possession of necessary facilities, equipment, staff, and pecuniary resources; and adequate insurance to comply with the terms of this Request for Proposal and Contract documents.

No Proposal will be accepted from or Contract awarded to any person, firm or business that is in arrears, or is in default to the Town named in this RFP or any other entity upon any debt, obligation, agreement or Contract, or that is a defaulter as surety or otherwise upon any obligation to the Town or any other entity.

#### **K. Award of Proposals; Waiver of Irregularities, Informalities or Right to Reject; and One Responsive and Responsible Proposal**

Unless otherwise specified, the Town of Haymarket may award all or part of the Proposal to any Offeror whose Proposal is the most responsible and responsive Proposal that meets the requirements and criteria set forth in the RFP with respect to the services desired, and that is in the best interest of the Town to accept.

The Town of Haymarket reserves the right to waive any irregularity or informality in any Proposal;

provided however, that Proposals or amendments which are received after the time specified for the opening of Proposals will be neither opened nor considered.

**The Town of Haymarket and its members expressly reserves the right to reject any or all Proposals or any part of a Proposal if such action is deemed to be in the best interest of the Town of Haymarket. The Town of Haymarket reserves the right not to award the Contract and to withdraw from the Request for Proposal at any time if in the best interest of the Town of Haymarket.**

In addition, any Offeror that submits a Proposal agrees that such Proposal shall become the property of the Town of Haymarket and that all costs incurred for Proposal preparation are the responsibility of the Offeror. The Offeror agrees that the Proposal will not be returned by the Town of Haymarket following the conclusion of this RFP.

**When only one responsive and responsible Proposal is received, the Request for Proposal may be canceled and bid again, unless the Town of Haymarket determines the price proposed is reasonable and the Proposal is in the best interests of the Town of Haymarket.**

**L. Compliance with Section 2.2-4311.2 of the Code of Virginia**

All Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in the 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 the proposal a statement describing why the Offeror is not required to be so authorized.

Any Offeror that fails to provide the information required by this Section shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Town of Haymarket.

**See Section *F of the mandatory RFP Submission Form* and enter all information required by this section.**

**M. Withdrawal of Proposals, Cooperative Procurement**

Withdrawal of Contract Bids is strictly governed by Section 2.2 – 4330, et seq. of the Code of Virginia (1950), as amended, and is hereby incorporated mutatis mutandis herein. If a Proposal may be lawfully withdrawn under said Section, notice of withdrawal must be provided in writing within two (2) business days after the Proposal opening.

**Section 2.0 Contract**

A Contract shall be entered into with Town of Haymarket. The following terms and conditions comprise the Contract between the successful Offeror and the Town named in this RFP.

**CONTRACT FOR THE**



**COLLECTION AND DISPOSAL OF  
REFUSE AND RECYCLABLES  
WITHIN THE  
TOWN OF HAYMARKET, VIRGINIA**

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024 by and between the Town of Haymarket, Virginia, a municipal corporation, (hereinafter referred to as the “Town”) and \_\_\_\_\_, (hereinafter referred to as the “Contractor”).

**WITNESSETH:**

WHEREAS, pursuant to and in accordance with the provisions of the Code of the Town of Haymarket, Virginia, the Town does hereby authorize and contract with the Contractor to collect and transport any and all refuse and recyclables produced, kept and /or accumulated in the Town of Haymarket; and

WHEREAS, the Council of the Town of Haymarket has found and determined that the public health, welfare and safety in the Town will be preserved and promoted by the execution of such Contract, subject to and in accordance with applicable laws and ordinances;

NOW THEREFORE, for and in consideration of the payments set forth, covenants, promises, undertakings and obligations herein granted, made to each other and assumed by the parties herein and the sum of \$10.00 cash in hand paid by Contractor to Town, the sufficiency and receipt of all of which are hereby acknowledged, the parties agree as follows:

**I. Term of Contract**

This Contract has an initial term beginning on July 1, 2024 and expiring on June 30, 2029. The Contract may be renewed at the expiration of its initial term only with the written mutual consent of both parties for two (2) consecutive two-year periods. Either party wishing to renew this Contract shall notify the other in writing of the intention to renew no later than ninety (90) days prior to the expiration of the Contract. The renewal notice period may be reduced only with the written consent of the other party. The Contractor must notify the Town, in writing, at least one hundred and twenty (120) days prior to the contract renewal or expiration if the Contractor intends not to extend the Contract term even if such extension is offered by the Town.

**II. Definitions**

- A. REFUSE - The terms “garbage”, “trash”, “refuse”, “municipal solid waste” and “rubbish” shall all be construed to have the same meaning. The term “refuse” shall include, but not be limited to: paper, cartons, boxes, garbage, rubbish, household materials, carpeting tied in bundles not to exceed three square feet cross-sectional per bundle, food wastes, non-recyclable metal, crockery and other mineral waste; furniture, box springs, mattresses, toys, porcelain and other similar household items. All such household waste shall be placed in containers, cans, boxes or bags not to exceed fifty (50) pounds in weight except where due to size and/or weight a special collection is necessary (see Section II.J herein).
- B. RECYCLABLE MATERIAL - The term “recyclable material” shall mean those commodities, which are collected by the Contractor pursuant to the Contract requirements. Unless otherwise negotiated and stated in an addendum to this Contract, such materials shall include, but are not limited to, the following:
- i. Newspaper (with inserts), magazines, phonebooks, paperback books, catalogs, mail, mixed paper including office, copy and computer paper, cardboard, paperboard (such as cereal, snack

- and shoe boxes, etc.), cardstock, brown paper bags, non-metallic wrapping paper, shredded paper contained in a sealed or tied bag; and
- ii. Acceptable Polyethylene Terephthalate (PETE) and High-Density Polyethylene (HDPE) plastic containers #1 - #7 including bottles, jars, jugs, wide-mouth tubs and trays (clean of food waste), aluminum, steel, tin and bi-metal cans, foil, glass bottles, jars and containers and acceptable yard waste including grass clippings, leaves, trimmings and brush as further defined herein under yard waste (see Section II. D); and
  - iii. Recyclable material excludes materials contaminated with food or other waste, Styrofoam of any kind, non-container glass such as cookware or window glass, motor oil containers, construction and demolition materials, vinyl siding and other materials not included as yard waste in Section II.D.

The Town realizes that recycling is a constantly changing technology. The definition of recyclable material may change during the term of this Contract to provide a better Town recycling program with changes to be agreed upon by both parties in writing.

- C. SINGLE STREAM COLLECTION MANDATORY – All recyclables shall be collected on a “Single Stream” basis with all permissible recyclable material commingled in the same recycling container(s).
- D. YARD WASTE - The term "yard waste" means decomposable organic waste materials generated on site by yard and lawn care and includes dead plants, trees, shrubs, bushes, weeds, leaves, small tree branches, limbs and tree trimmings, stumps, roots, logs and trunks not exceeding three inches in diameter and three feet in length, twigs, grass trimmings, brush, wood chips and whole Christmas trees, unless otherwise negotiated and stated in an addendum to this Contract. Yard waste does not include dirt, soil, rocks, stones, bricks, concrete, rubble, sod, mulch or debris from construction or demolition activities (such as drywall, metal, sheets of glass, asbestos, shingles, and floor/ceiling tiles).
- E. REFUSE CONTAINERS – Container requirements for refuse in private containers from residences and collected business premises shall be as follows: refuse shall be stored in metal or plastic watertight can equipped with handles and tight-fitting covers. Non-recyclable refuse may be placed in plastic bags tightly secured at the top. Maximum weight for the containers shall be fifty (50) pounds. Plastic bags shall not be filled to such a weight that they will break when handled. Customers shall also have the option of utilizing one 60-90 gallon refuse cart with wheels and lid. One such refuse cart shall be provided by the Contractor to each residence and collected business premise if requested by such residence or business at no cost.
- F. RECYCLABLES CONTAINERS – All recycling containers must be clearly marked as containing recyclable material. Recyclable materials such as yard waste may also be placed in bio-degradable paper bags (no plastic bags). The Contractor shall provide recycling bins or containers at no cost to the Town for distribution to Town residents and collected businesses. Such recycling bins or containers will be clearly marked as containing recyclable material.
- G. UNIT - The term “residential unit” and “place or premise” shall mean every residence, house or living unit and business premises designated by the Town for service under this Contract located within the Town.
- H. TOWN - The word “Town” as used in this Contract shall mean both the municipal corporation and also a geographical reference that includes all the territory and land lying within the municipal boundaries of the Town of Haymarket, Virginia and such other locations of Town facilities as

designated by the Town.

- I. CONTRACTOR - Whenever the word “Contractor” is used herein, it shall be and is mutually understood to refer to the party or parties contracting to perform the work under this Contract or the legal representative of such party or parties.
- J. SPECIAL COLLECTION - Special Collection shall mean the curb-side pick-up and collection of large, bulky items such as, but not limited to, furniture, stoves, ovens, ranges, dishwashers, dryers, clothes washers, water heaters, toilets, sinks and similar items as well as appliances such as, but not limited to, refrigerators, freezers, and air-conditioners (**Freon removed with certification sticker affixed**).
- K. HAZARDOUS WASTE – Hazardous waste includes, but is not limited to: Alkaline, Lithium, and NiCad batteries, button batteries (used in watches, hearing aids, etc.), ammunition, asbestos, animal/pet care products, automotive fluids such as brake fluid, transmission fluid and fuel additives (no used oil or antifreeze), , cleaners such as bleach, ammonia or solvents, commercial, industrial, or medical waste (including biologically active waste), explosives (including fireworks), fertilizers with herbicides, fire extinguishers, Fluorescent bulbs, Compact Fluorescent bulbs, gasoline and other unwanted fuels, herbicides, household batteries, insecticides, mercury thermometers and thermostats, oil-based paint, paint thinners & solvents, pesticides photographic chemicals and swimming pool chemicals. **No hazardous waste shall be collected.**

### III. **Contract Interpretation: Incorporation by Reference and Entire Contract: Contract Modification**

Should any discrepancy appear, or any misunderstanding arise as to any term, condition or any other clause, paragraph, line or word contained herein, the matter will be decided by the Town Manager and the interpretation of Town Manager shall be binding on the Contractor.

The Contract and all other appendices, exhibits, schedules amendments, the Request for Proposals and the Contractor’s Proposal attached or referred to in this Contract are specifically incorporated by reference into the Contract and constitute the final, complete and exclusive statement of the terms of the Contract between the parties pertaining to the subject matter of this Contract and supersede all prior and contemporaneous agreements, contracts or understandings of the parties. Both parties expressly agree that this Contract and all terms and conditions therein may not be contradicted by evidence of any prior or contemporaneous statements, agreements contracts or understandings. The Contract shall not be modified or amended except in writing signed by the authorized representatives of both parties. The Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successor, trustees, and assigns.

### IV. **Controlling Law and Venue/Administration of Contract**

This Contract is made, entered into, and shall be performed in the Town of Haymarket, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Circuit Court of the County of Prince William, Virginia.

The Town Manager shall administer and supervise the Contractor’s operations under the terms of the Contract and in accordance with these specifications. This shall not create an employer-employee relationship between the Town and the Contractor.

## **V. Scope of Services**

- A. SERVICES - The services to be performed consist of the complete collection twice per week of all refuse, once per week of all recyclables and yard waste from each residential house, townhouse, and multi-family building and at all business places designated by the Town within the corporate limits of the Town (hereinafter designated collectively as "UNITS" with the current unit number stated in Section V.P of this Contract), in accordance with all applicable laws, statutes, regulations and ordinances of the federal government, the Commonwealth of Virginia and the ordinances of the Town. The work to be done under this Contract shall consist of furnishing all personnel, labor and equipment for the collection and removal of such refuse, recyclables and yard waste accumulated within the corporate limits of the Town and to the satisfaction of the Town.
- B. RECYCLING – All recyclable material shall be collected on Thursdays weekly. The current contractor provides recycling bins for distribution by the Town for free and larger ones for a price. Residents and collected businesses can utilize any adequate container for purposes of storing and placing recyclables for collection.
- C. DAY OF COLLECTION – All collection activities shall be performed each Monday and Thursday weekly as agreed by both parties in writing, including holidays not specified in Section V.D. Collections shall occur between the hours of 6:30 a.m. and 5:00 p.m, except during hot periods of July or August, when collections can begin at 6:00 a.m.. No collection shall begin before 6:00 a.m. or continue after 5:00 p.m. without the prior written approval of the Town.
- D. INCLEMENT WEATHER, HOLIDAYS AND STREET REPAIRS AND CLOSURES – Should inclement weather prohibit collection on Monday and Thursday the Contractor will provide all collection services required by this Contract no later than the following business day if all roadways and streets are safe and passable or in a timely manner as soon as roadways and streets are safe and passable. No collection activities shall be scheduled for Sunday or for the following holidays: New Year's Day, Labor Day, Memorial Day, July 4<sup>th</sup>, Thanksgiving, and Christmas. If a collection day falls on one of the scheduled holidays, then the Contractor shall pick up the waste or recyclables on the following business day. Should street or road closures prohibit the Contractor from providing collection services, the Contractor will make arrangements to make all missed collections within twenty-four (24) hours of the street or road reopening.
- E. EQUIPMENT - The Contractor shall provide the necessary equipment and containers in order to fulfill all Contract obligations stated herein. The collection vehicles shall be all-metal, completely enclosed, packer type refuse bodies and trucks that are designed for the collection of garbage and refuse, recyclables, yard waste and white goods, appliances and bulk items. The Town reserves the right to inspect the Contractor's equipment for issues related to the performance of this contract

upon reasonable notice to the Contractor and also require the equipment to be replaced if said equipment cannot be repaired to the Town's reasonable satisfaction. All collection equipment shall be of sufficient type, capacity and quality to safely and efficiently perform all work specified herein. All vehicles must be kept in good mechanical order, with all safety inspections and certifications required by law kept current, in a reasonably clean state at all times and washed at least weekly.

The Contractor shall operate all vehicles and equipment in a safe manner and in a manner that provides for the least obstruction possible to vehicular and pedestrian traffic. The Contractor's vehicles and equipment, and the operation thereof, shall conform at all times to all applicable federal, state and local laws, statutes, standards and regulations. All collection vehicles and equipment must be clearly marked with the name of the Contractor, equipped with and utilizing all legally and statutorily required safety equipment, markings, lighting and warning devices.

- F. SPECIAL /BULK COLLECTIONS - Special collection items that are too large, bulky or heavy to be handled in normal curbside pick-up will be removed on an on-call basis. There shall be no additional fees assessed to the Town. It will be the responsibility of the Town resident to pay for the special/bulk collection. The resident or business shall contact the Contractor through the toll-free customer service telephone number required in Section V.L herein to notify the Contractor of a special collection request. The Contractor shall arrange to collect the special collection items so long as the notice is received no later than twenty-four (24) hours prior to the regular collection day. Special collection items will include, but not be limited to, refrigerators, dishwashers, stoves, ranges, water heaters, washing machines, freezers, toilets, sinks, lumber, all types of household debris including toys and play sets, furniture such as couches, beds, mattresses, file cabinets, shelves, tables, chairs and other such large items. Special collections shall exclude construction debris.
- G. REFUSE AND RECYCLING COLLECTION –Refuse, recycling, yard waste and special pick-up collection shall be on the same day as regular collections each week unless modified solely at the Town's discretion. All materials will be picked up on the curb or within five (5) feet of the street.
- H. EXTRAORDINARY CIRCUMSTANCES/COLLECTIONS – The Contractor is expressly advised that periodically during the term of this Contract, larger than normal or typical accumulations of refuse, recyclables, bulky and/or larger items and yard waste may be unexpectedly deposited curbside. As public safety issues often accompany such large accumulations of materials, the Town expects that the Contractor will be prepared to make a reasonable effort to collect these materials despite the lack of prior notice. The Town has no collection capability and therefore depends exclusively on the Contractor to clear the public rights-of-way of such unexpected accumulations.
- I. HANDLING AND DAMAGE OF REFUSE, RECYCLING AND YARD WASTE CONTAINERS – All containers, cans, bins, carts or other receptacles used by the residents or businesses for refuse, recycling and yard waste collection shall be handled with the utmost care by the Contractor and thoroughly and completely emptied. All containers, cans, bins or other receptacles shall be returned curbside, but not in the street or on the sidewalk, standing upright, either end up with the cover in very close proximity or returned to the top. All carts shall be returned curbside standing upright with the cover on top of the container. The Contractor shall be responsible and ensure that no refuse, recyclables or yard waste is left on private property, on Town streets or sidewalks, or on any public property during collection. The Contractor shall

collect and properly dispose of spilled refuse, recyclables or yard waste within a radius of fifteen (15) feet of the container(s). The Contractor shall never enter private driveways or private property to collect refuse, recyclable, yard waste or special collection materials.

The Contractor shall be solely responsible for any damage to public or private property (including, but not limited to, cans, carts, bins and containers used for collection) caused by the negligence of the Contractor's employees during performance under this Contract. The Contractor shall replace or restore to its original condition any property damaged by the Contractor at no cost to the Town or any resident or business. The Contractor agrees that if it fails to repair, restore or replace such damaged property within ten (10) calendar days of receipt of notice from the Town, the Town shall deduct an amount equal to the cost of replacement, restoration or repair of the property from the next payment due to the Contractor from the Town. The Contractor expressly agrees that all such deductions, once made by the Town, will not be returned, or reimbursed to the Contractor for any reason.

- J. SUPERVISION – The Contractor shall always provide full-time field supervision by a well-qualified supervisor during collection. The supervisor must be available by radio or cellular telephone to respond within one (1) hour to all inquiries and complaints during collection. The Town will notify the Contractor in writing of any issues, special pick-ups (if made to the Town), or complaints. The Contractor must notify the Town how the issue, special pick-up or complaint was resolved. The Contractor's supervisor shall be responsible for monitoring all work performed by the Contractor and ensuring full compliance with the provisions of this Contract and all applicable federal, state and Town laws, statutes, regulations and ordinances.
- K. CONTRACTOR EMPLOYEES – All persons employed by the Contractor shall be competent, skilled and qualified in the performance of work to which they are assigned. The Contractor shall direct its employees to avoid loud, offensive behavior and profane language at all times during the performance of their duties. Any employee of the Contractor who shall use profane or abusive language to any citizen in the performance of their duties, or who is careless and incompetent, shall be removed from the refuse collection crew working in the Town on the request of the Town. At no time shall there be any soliciting, requesting, or accepting of gratuities of any type or amount from any source relating to their performance under the Contract. The Contractor, upon representation by the Town that any of its employees who are engaged in collection services within the Town are unsatisfactory to the Town for any reason, shall immediately remove such employee or employees from its services within the Town and replace them.
- i. Training – All persons involved in the performance of the Contract, including drivers and helpers, shall receive adequate training before their starting day of service under this Contract on the specific routes to which they will be assigned in order to learn the route layouts and eliminate delays and missed collections when actual service commences. The Contractor is responsible for ensuring that all of its employees are familiar with the requirements necessary to complete a total and uniform collection of all specified materials from all units and sites within the Town on each collection day.
  - ii. Uniforms – The Contractor shall furnish each person involved in the performance of the collection services of this Contract with a clean and neat uniform identifying that person as an employee of the Contractor. The uniform need not be a complete set of clothing but must be sufficient so as to clearly identify the person as an employee of the Contractor. Each employee of the Contractor shall always wear such uniforms while performing their collection duties.

- iii. Safety – The Contractor shall comply with and ensure that the Contractor’s personnel and any subcontracted personnel comply with all applicable federal, state, and local laws, regulations, ordinances, standards, and guidelines relating to safety and health. The Contractor shall provide or cause to be provided all necessary technical expertise, qualified personnel, proper equipment, tools and materials to safely accomplish all work specified to be performed under this Contract by the Contractor and any subcontractor(s).
- iv. Qualified Work Force – A fully qualified work force with a sufficient number of workers to perform all required services under this Contract shall be maintained throughout the term of this Contract. All drivers of commercial vehicles shall possess appropriate driver’s licenses in accordance with applicable federal, state and/or local law, as well as comply with any other requirements specific to the vehicle being operated.

L. CUSTOMER SERVICE AND DESIGNATED TOWN CONTACT – The Contractor shall provide a local or toll-free telephone number for the purpose of handling requests for service, complaints or other issues from residents and businesses of the Town served under this Contract during regular business hours of operation. The Contractor shall be courteous and act promptly on all calls, requests for service and complaints. Any complaint called to the Contractor’s office after 5:00 p.m. will be acted upon the following business day. (See Section VIII.E Reporting Requirements). The Contractor shall also designate a contact person(s) for the Town Staff to contact directly. This person(s) shall provide the Town with a direct voice telephone line (not the general public telephone line), facsimile line and private business email address so that the Town may contact this person(s) to resolve issues and complaints. A designated Contractor contact must be available to the Town staff during the entire collection day to resolve any issues or complaints that may arise during collection. A designated Town contact shall always be available on each collection day. The Contractor shall also provide timely information to the Town on service changes due to weather or similar emergency events and contact information so that residents may contact the Contractor to resolve issues and schedule special collections. The Contractor shall provide the Town with a link to its website.

M. MUNICIPAL CONTAINERS–The Contractor shall provide the Town with the following refuse and recycling containers at the facilities and locations listed and weekly collection service from each container:

- 1. Trash/Refuse collection Container; located in the back of Town Hall
- 2. Recycling collection Container; located in the back of Town Hall

All containers must be new or newly painted. Recycling containers shall be clearly marked for single stream use, and all containers must have functional lids. All containers shall be maintained by the Contractor in good repair and condition, and the Contractor will promptly replace any container with a new or repainted container at the request of the Town.

N. UPDATED UNIT COUNT – The number of properties and addresses (units) for which refuse and recycling service shall be provided shall be determined solely by the Town with a new accounting

of the number of units serviced to be made annually in the month of July of each Contract year and furnished to the Contractor by the fifteenth (15) day of the month. The first unit accounting due under this Contract shall be on July 15, 2024.

- O. **CURRENT UNITS COLLECTED** – The approximate number of units currently served as of **December 31, 2023** is 338 SF and 197 TH units.
- P. **FAILURE TO PERFORM AND COLLECTION FAILURES/FEEES ASSESSED** – If the Contractor fails to collect material from a specified residential, business or governmental collection location including dumpsters, containers and refuse cans used by the Town and required by this Contract and this failure is reported to the Contractor verbally, by email, facsimile or in writing by 2:00 p.m., the Town may assess a fee of fifty (\$50.00) dollars payable by the Contractor for each occurrence if the material is not collected by 5:00 p.m. of the same day. If the Contractor fails to collect materials from a specific location required in this Contract and the failure is reported to the Contractor after 2:00 p.m., the Contractor may be assessed a fee of fifty (\$50.00) dollars for each occurrence if the material is not collected by 12:00 p.m. the next day. If a failure to collect is reported by the Town to the Contractor verbally, by email, facsimile or in writing at any time for an address or specific location where collections are made that experience frequent collection problems in the sole discretion of the Town (“a *flagged unit, container or can*”), the Contractor shall immediately be charged fifty (\$50.00) dollars by the Town for each occurrence. A day is defined as a weekday, Saturday, Sunday, or a Holiday.
- i. If the missed collection of any customer is not corrected, in addition to the fees payable by Contractor described above, the Contractor shall be liable for liquidated damages of fifty (\$50.00) dollars for each occurrence for each day the failure is not corrected.
  - ii. The Contractor hereby expressly consents to the deduction from the current or next monthly invoice for services rendered due to the Contractor of all fees or liquated damages assessed by the Town for collection failures and failure to perform.
  - iii. The Contractor hereby expressly and specifically waives any and all defenses as to the validity of any liquidated damages stated in this Contract as they may appear on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.
  - iv. Contract cancellation – After three (3) consecutive monthly deductions for failure to perform, the Town may terminate this Contract immediately by sending written notice to the Contractor.

#### **VI. General Safety Conditions**

The Contractor is responsible for public and employee safety and accident prevention. In compliance with this provision, the Contractor shall perform, but not be limited to, the following:

- A. Upon notification of award, and before starting work, submit a copy of its safety program and plan to the Town.
- B. Submit the name and qualifications of the employee who will act as safety supervisor under this Contract to perform regular safety inspections of the operations.
- C. Plan and execute all work to comply with all applicable federal, state and local laws, regulations, ordinances, and standards.



- D. Hold regularly scheduled activity-specific employee safety meetings. Documentation of meetings, topics discussed, and attendees shall be maintained by the Contractor and available for inspection at the request of the Town.
- E. Ensure that all subcontractors, if any, are informed of their obligations with regard to safety.
- F. Maintain an orientation program for new employees which will include at a minimum: a review of (a) hazards present in the performance of their work, (b) the personal protection equipment and apparel they will be required to use or wear, and (c) proper work methods.
- G. Prior to commencing work, provide the Town phone numbers for two (2) representatives who can be reached on a twenty-four (24) hours per day, seven (7) days a week basis in case of an emergency.

**VII. Disposal Locations**

All refuse, recyclables, yard waste and special pick-up items shall be disposed of at a site or sites acceptable to the Town. All recyclables must be disposed of at an acceptable and approved Material Recovery Facility (MRF). All yard waste must be disposed of at sites that recycle or otherwise reuse the collected yard waste. The disposal locations must be provided to the Town within ten (10) business days of the initiation of the Contract. The Contractor must report to the Town in writing any changes or modifications to the disposal sites and locations to the Town within ten (10) business days of such site change or modification.

**VIII. Reporting Requirements**

- A. The Contractor will be required to keep records and submit reports to comply with Town and state requirements, and to comply with the reporting requirements of the Prince William County Codified Ordinances and the Prince William County Solid Waste Management Planning District of which the Town is a member. These reports will serve as a means to apprise the Town of the status of recycling activities and expenditure. The Contractor will also be required to provide certified weight receipts and review receipts from vendors for all materials collected by the Contractor for all refuse, recyclables, yard waste, and special collections.
- B. The Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers and cancelled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures, or disbursements borne by the Town for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor.
- C. The Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of three (3) years, or for a longer period as required by law, from the date of termination of this Contract.
- D. All records or documents required to be maintained pursuant to this Contract or by law shall be made available for inspection or audit by the Town at the Contractor's place of business, at any time, during regular business hours, upon written request by the Town.
- E. The Contractor must submit a detailed report with each monthly invoice for payment and an annual summary report upon the anniversary date of execution of the Contract. No invoice shall be paid by the Town nor any penalty for nonpayment due under this Contract unless the monthly invoice is accompanied by the required report. The fact the Town may not request any monthly or annual summary report from the Contractor if said report was not included with a

monthly invoice or offered upon the anniversary date of execution of the Contract in no way relieves the Contractor of the duty to so report pursuant to the requirements of this section and any applicable law. The monthly report shall include at a minimum:

- i. Status of collection routes and schedule, noting any delays or disruption in service;
- ii. Tonnage summaries of materials collected, by type. Separate reports shall be provided for the curbside recycling program;
- iii. Recycling participation rates (monthly) and the methods used to determine these rates such as weekly set out counts by collection area and estimated program participation;
- iv. A discussion of public education activities and their impact on participation and recovered volumes;
- v. Recommendations for program revisions or improvements.

**IX. Assignments**

The Contractor shall not assign this Contract or any interest therein, or any privilege or right granted therein without the prior written consent of the Council of the Town. Any assignment without such written consent of the Town Council and approval shall be void and shall at the option of the Town immediately terminate this Contract and the privileges granted therein.

**X. Subcontractors**

The Contractor shall not subcontract all or any portion of the work or business which it has contracted to perform without prior written consent of the Town Manager, Emily Kyriazi.

**XI. Insurance Requirements**

The Contractor and its subcontractors, if any, shall obtain and maintain in full force and effect throughout the entire term of this Contract, insurance coverage to insure against all risks, including, but not limited to, those requirements specified herein. Except as the Town may otherwise agree, any insurance required hereby shall be in accordance with and shall conform to the requirements set forth herein, with appropriate insurance certificates delivered *prior to the commencement of service*. Notwithstanding any other provision of this Contract or any other document, acceptance by the Town of such certificates shall satisfy all insurance requirements for so long as this Contract and any extensions shall be in effect. Contractor recognizes that the Town must be satisfied with the insurance certificates provided. The Town must be named as “additional insured” on all policies. Evidence of such status as an additional insured must be provided by an endorsement to the insurance policy and such endorsement provided to the Town with the required certificates of insurance.

A. INSURANCE. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting directly from any action, omission, commission, or operation by the Contractor under the Contract, or in connection in any way whatsoever with the contracted work, where and to the extent the Contractor is legally responsible for the damage incurred. (This paragraph is not intended to expand in any way the Contractor’s potential liability under applicable existing law). The Contractor must hold adequate insurance that, at a minimum, meets the requirements of the Contract. The Contractor shall name the Town as an additional insured (not certificate holder) on each policy of insurance related to all activities under the Contract and it shall be stated on the Insurance Certificate with the provision that this coverage is

primary to all other coverage the Town may possess. The Contractor shall maintain insurance to protect itself and the Town from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from activities conducted under the Contract, whether such activities be by itself or by any subcontractor or anyone directly employed by either of them. Specifically, the Contractor shall at all times during the term of the Contract maintain:

- i. Workers' Compensation and Employers' Liability Insurance equal to that of the Commonwealth of Virginia, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereafter enacted, but no Contractor insurance shall be required if Contractor's employees do not enter the Town Haymarket on Town business related to this Contract and the insurance of subcontractors where employees do so enter is found sufficient by, and in the sole discretion of, the Town.
- ii. A General Liability Insurance in the amount prescribed by the Town, to protect the Contractor, its Subcontractors, and the interest of the Town, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability Insurance shall also include the Broad Form General Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one (1) year after completion of work. The Commercial General Liability insurance must cover all operations of the Contractor, wherever located. The policy must include Automobile Liability Insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. The insurer shall be licensed to conduct business in the Commonwealth of Virginia and shall have an A.M. Best Key Rating of at least A:VIII. The Town of Haymarket shall be named as an additional insured on the policy and it shall also be stated on the Insurance Certificate that this coverage is primary to other coverage the Town may possess. A Certificate of Insurance and endorsement naming the Town as an additional insured shall be delivered to the Town within seven (7) business days of Notice of Award under the RFP. Performance under this Contract will not commence until a valid Certificate of Insurance and policy endorsement evidencing the requirements of this provision has been delivered to the Town.
- iii. In the event that Contractor will use its own automobiles in the Town, and not just leased vehicles, such vehicles shall be insured under an Automobile Liability Insurance policy, including property damage, covering all owned, non-owner, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
- iv. No change, cancellation, or non-renewal shall be made in any insurance coverage without forty-five (45) day written notice to the Town. The Contractor shall furnish a new certificate prior to any change or cancellation date. **THE FAILURE OF THE CONTRACTOR TO DELIVER A NEW AND VALID CERTIFICATE OF**

**INSURANCE THAT MEETS THE INSURANCE REQUIREMENTS OF THIS CONTRACT IS GROUNDS FOR TERMINATION OF THE CONTRACT PURSUANT TO CLAUSES TWENTY TWO (XXII) AND TWENTY-THREE (XXIII) OF THIS CONTRACT.**

- v. **INSURANCE COVERAGE REQUIRED BY THIS CONTRACT SHALL BE IN FORCE THROUGHOUT THE CONTRACT TERM. SHOULD THE CONTRACTOR FAIL TO PROVIDE ACCEPTABLE EVIDENCE OF CURRENT INSURANCE WITHIN FIVE (5) DAYS OF WRITTEN NOTICE AT ANY TIME DURING THE CONTRACT TERM, THE TOWN SHALL HAVE THE ABSOLUTE RIGHT TO IMMEDIATELY TERMINATE THE CONTRACT WITHOUT ANY FURTHER OBLIGATION TO THE CONTRACTOR, AND THE CONTRACTOR SHALL BE LIABLE TO THE TOWN FOR THE ENTIRE ADDITIONAL COST OF PROCURING THE UNCOMPLETED PORTION OF THE SERVICES UNDER THE CONTRACT AT THE TIME OF TERMINATION.**
- vi. Compliance by the Contractor and any Subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor or any Subcontractors of their liabilities and obligations under this Contract.
- vii. Nothing contained herein shall be construed as creating any contractual relationship between any Subcontractor and the Town. The Contractor shall be as fully responsible to the Town for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.
- viii. It is understood and agreed by both parties that the Contractor is at all times herein acting as an Independent Contractor.
- ix. The Contractor expressly agrees that adequate safety precautions and procedures shall be exercised at all times for the protection of persons (including employees) and property.
- x. In the event the Contractor cannot meet the specifications required by these insurance requirements, alternate insurance coverage, satisfactory to Town Manager, or his designee, may be considered if proposed by Contractor at the time of proposal submission only.
- xi. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Town Manager or his designee, before the Contract is executed and any work is started. The Town shall be listed on the Certificate and policy endorsement as an “Additional Insured.”
- xii. In the event Subcontractors are permitted during the Contract, the Contractor will secure and maintain copies of all insurance policies of its Subcontractors which shall be made available to the Town on demand.
- xiii. If an “ACORD” Insurance Certificate form is used by the Contractor’s insurance agent, the words, “endeavor to” and “ but failure to mail such notice shall impose no obligation or

liability of any kind upon the company” in the “Cancellation” paragraph of the form **shall be deleted.**

**XII. Commercial General Liability**

- A. The Contractor shall provide insurance coverage for those sources of liability, which would be covered by the latest edition of the standard Commercial General Liability Coverage Form as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payments, and the elimination of Fire Damage Legal Liability.
- B. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement to a Commercial General Liability Policy with the following amounts specified for this Contract:

- General Aggregate Limit: \$5,000,000
- Products-Completed Operation Aggregate Limit: \$5,000,000
- Personal Injury Limit: \$5,000,000
- Each Occurrence Limit: \$5,000,000
- Fire Damage Limit: \$50,000
- Medical Expense Limit: \$5,000

- C. The Contractor shall continue to maintain Products/Completed Operation coverage for a period of three (3) years after the Contract completion date. The insurance shall cover those sources of liability which would be covered by the latest edition of Coverage A of the Commercial General Liability Form or Coverage A or the Products/Completed Operations Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without restrictive endorsements. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement with the following amounts specified for this project. The Contractor shall provide evidence of such insurance within fifteen (15) days of the notification of the award of this Contract

**Product-Completed Operations:**

- Aggregate Limit: \$5,000,000
- Each Occurrence Limit: \$5,000,000

**XIII. Contractor to Indemnify and Hold Harmless the Town**

- A. The Contractor agrees that it shall indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town from any and all claims, judgments, suits, losses, damages, payments, costs, fines and or fees levied and/or alleged against the Town and expenses of every nature and description, including attorneys’ fees, arising out of, connected or associated with or resulting from the lack of performance or performance of the work described in this Contract and all provisions, conditions and terms herein, any Contract documents or any agreement that results from this

Contract. Further, the Contractor expressly agrees that if it contracts a subcontractor for work under this Contract, the Contractor will enter into a contract with the subcontractor(s) which specifically indemnifies, defends, and holds harmless the Town and its officers, agents, employees, community representatives and volunteers, from any and all claims and losses arising out of, connected or associated with or resulting from the subcontractor(s) lack of performance or performance of the work described in this Contract and all provisions, conditions and terms herein, any Contract documents or any agreement that results from this Contract. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Town as herein provided.

- B. The Contractor agrees that it shall indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town from any and all claims, judgments, suits, losses, damages, payments, costs, fines and or fees levied and/or alleged against the Town and expenses of every nature and description, including attorneys' fees, arising from liens encumbering the Town's property filed by subcontractors, sub-subcontractors, material providers, suppliers and any and all other persons and entities acting for, on behalf of or under the Contractor, and the Contractor shall immediately discharge or bond such liens off.

#### **XIV. Employment Discrimination Prohibited**

**During the performance of this Agreement, Contractor agrees as follows:**

- A. 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 Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, shall 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 to meet the requirements of this section.
- D. Contractor shall include the provisions of the foregoing 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.

#### **XV. Compliance with federal, state, and local laws to include federal immigration law**

The Contractor shall be properly and currently licensed to conduct business in the Commonwealth of Virginia and the Town. The Contractor shall comply with all applicable Town, county, state and federal laws, ordinances, rules and regulations.

The Contractor and their subcontractors shall comply with local licensing and tax requirements. This includes but is not limited to obtaining or renewing a valid Business license from the Town and any applicable taxes. The valid Business license for the Town must include and address all contract amounts awarded by or with the Town.

The Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**XVI. Drug Free Workplace to be Maintained**

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 vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with the Virginia Public Procurement Act, 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.

**XVII. Contractor Authorized To Transact Business**

- A. Pursuant to § 2.2-4311.2 of the Code of Virginia, as amended, any Contractor 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 Title 13.1 or Title 50 or as otherwise required by law.
- B. Any business entity described in Subsection A. 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.
- C. The Town may void the Contract with the business entity selected as Contractor if the business entity fails to remain in compliance with the provisions of this Section of the Contract and/or § 2.2-4311.2 of the Code of Virginia, as amended.

**XVIII. Litigation**

In the event of any litigation arising out of a breach of said Contract in which the Town is the successful party, the Contractor agrees to pay the Town any and all costs and expenses in connection with such litigation, together with any and all reasonable attorney fees which the Town may be required to pay in connection with such litigation. The litigation shall be governed by the laws and statutes of the Commonwealth of Virginia without regard to choice of law rules.

**XIX. Payments to the Contractor**

- A. **INITIAL UNIT FEE:** The Town shall pay to the Contractor on or before the 30<sup>th</sup> day of each month the per unit fee of \$\_\_\_\_\_ based on the current approximate number of units to be serviced of (insert initial number of units) units.
- B. **SURCHARGES AND FUEL FEES:** The Contractor will not impose any additional surcharges or fuel fees of any kind or for any reason during this Contract. The Town’s sole payment obligation to the Contractor each month is the payment of the per unit collection fee based on the current unit count.
- C. **BIENNIAL PAYMENT ADJUSTMENTS:** The parties recognize that circumstances beyond their control may affect the cost of performance under this Contract. Therefore, in the event of a contract renewal, thereafter during the term of the renewal, the parties shall have the ability to negotiate an adjustment (increase or decrease) to the monthly per unit collection fee in accordance with the methodology set forth herein. All price adjustments must be reviewed and approved by the Town in writing prior to taking effect.
- D. The Contractor shall request in writing an adjustment of the monthly per unit collection fee at least ninety (90) calendar days in advance of the applicable Contract renewal anniversary date. The Contractor shall provide complete and detailed justification for the requested price adjustment to include only the following factors:
  - i. Fuel costs
  - ii. Landfill or tipping and transfer fees
  - iii. Inflation based on the most recent published twelve month percentage change of the CPI-U for the Washington-Baltimore, DC-MD-VA-WV area per the U.S. Department of Labor’s Bureau of Labor Statistic website

**No renewal increase of the monthly per unit collection fee shall exceed four percent (4%) based on an aggregate of the three adjustment factors listed herein.**

**NO OTHER FEES, CHARGES OR PAYMENTS OF ANY KIND WHATSOEVER SHALL BE PAYABLE BY THE TOWN TO THE CONTRACTOR UNDER THIS CONTRACT.**

**XX. Performance is a Condition**

This Contract and privileges herein granted to the Contractor are conditioned upon the faithful performance by the Contractor and by each and every one of its subcontractors, if any, of each and every term and provision herein agreed to be performed by the Contractor or required to be performed by its subcontractors, and the payment of all license fees and other monies herein agreed to be paid by the Contractor. The performance by the Town of this Contract is conditioned upon the budget approval and appropriation each year for payment pursuant to such Contract.

**XXI. Right of Town to Perform Work**

The Contractor agrees that if it fails to collect and dispose of refuse and recyclable materials and/or perform any of the provisions, terms, conditions, requirements and services in this Contract for a period of five (5) calendar days or more during which it is required to do so, the Town shall have



authority, without further notice to the Contractor, to arrange for the collection and disposal of refuse and recyclables and all other services required under this Contract and deduct any and all costs incurred from funds that may be due the Contractor and make demand upon the Surety for payment to the Town of all costs incurred upon the performance bond required to be posted by the Contractor as a performance guarantee under Section XXIV herein.

## **XXII. Default by Contractor**

- A. If the Contractor shall fail to properly collect and dispose of refuse, yard waste and recyclable materials for a period of five (5) calendar days during which it is required to do so, unless failure is due to strikes, acts of God or other causes beyond the control of the Contractor, the Contractor shall be guilty of a substantial violation of the Contract, and shall be in default.
- B. If the Contractor shall fail to fulfill any other condition(s) of the Contract, unless the failure is due to strikes, acts of God or other causes beyond the Contractor's control, after having been given written notice of such failure and being allowed a reasonable time, for compliance, not to exceed five (5) calendar days, the Contractor shall be guilty of a substantial violation of the Contract, and shall be in default.
- C. In the event of such default of the Contract by the Contractor, any and all sums retained by the Town or unpaid to the Contractor as of the date of such default, shall be forfeited to the Town as herein provided.
- D. If the Contractor shall be adjudged bankrupt, or if it shall make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of its insolvency, or it shall persistently or repeatedly refuse or shall fail to perform or if it shall fail to make prompt payment to creditors, or persistently disregard laws or ordinances or otherwise default on any provision of the Contract Documents, then the Town, upon certification by the Town that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor and the surety, if any, on the performance guarantee given by the Contractor five (5) days written notice, terminate the services of the Contractor and perform the work by whatever method the Town may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment. If the expense of performing the work, including compensation for additional managerial and administrative services shall exceed the balance of the Performance Bond and Payment Deposit, or the value of any performance guarantee posted by the Contractor, the Contractor shall be liable for the payment of the amount of such excess to the Town. The expense incurred by the Town as herein provided and the damage incurred through the Contractor's default shall be certified by the Town.

## **XXIII. Termination**

- A. Subject to the provisions below, the Contract may be terminated by the Town upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Contract may be extended upon written approval of the Town until said work or services are completed and accepted.
- A. Termination for Convenience – In the event that this Contract is terminated or cancelled upon request or for the convenience of the Town, without the required thirty (30) days advance

written notice, then the Town shall pay the Contractor a reasonable, equitable adjustment in the Contract price for completed satisfactory performance only, if applicable. No amount shall be allowed for anticipated profit on unperformed services.

- ii Termination for Cause – The Town may terminate this Contract for cause, default, or negligence on the part of the Contractor at any time. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause. In the event any Termination for Cause is found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a Termination for Convenience.
- iii. Termination Due to the Unavailability of Funding in the Succeeding Fiscal Years – All funds for payments by the Town for services under this Contract are subject to the availability of general or specific annual appropriation for this purpose. In the event of non-appropriation of funds for services provided under this Contract, the Town will terminate this Contract, without any termination charges of any kind or other liability to the Town, on June 30th of the then current fiscal year or when the appropriation made for the then current year for the services covered by the Contract is expended, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the Town shall not be obligated under this Contract beyond the date of termination. Contractor will be reimbursed for the reasonable value of any actual, documented, nonrecurring costs incurred but not amortized in the price of the services delivered under the Contract prior to the date of termination. No amount shall be allowed for anticipated profit on unperformed services.

#### **XXIV. Performance Bond**

The Contractor shall provide the Town, upon full execution of this Contract, and shall keep same in full force and effect during the term of the Contract, a performance bond, in the form acceptable to the Town Attorney, in the amount of One Hundred Percent (100%) of the total annual Contract price from a financial institution (surety) duly authorized to do business in the Commonwealth of Virginia and conditioned on the faithful performance of this Contract by the Contractor and its subcontractors, if any, and the indemnification of the Town against all losses by reason of Contractor's negligence, willful misconduct, nonperformance of any of the provisions of the Contract, or any and all claims and demands of any character whatsoever required to be indemnified and/or insured by the Contract. The performance bond amount shall be updated annually on the anniversary of the Contract execution with the new bond amount based upon the updated annual contractual cost to the Town.

#### **XXV. Prince William County Code**

The Contractor shall be permitted as a Refuse remover in accordance with Prince William County Codified Ordinances – Chapter 22 - Refuse. The Contractor shall retain a valid County permit for the duration of this Contract. The Contractor shall take all refuse, trash, municipal solid waste and solid waste recyclables to a lawfully permitted facility, and the Town specifically reserves the right to review receipts for both trash and recyclables. Within fifteen (15) days of Notice of Award, the Contractor shall submit proof of its compliance with these requirements to the Town.

**XXVI. Entire Contract and Contract Modification**

- A. This Contract, together with the Request for Proposals, the Contractor’s Proposal, the Performance Bond, and all other appendices, exhibits, and schedules attached or referred to in this Contract or the Request for Proposals or the Contractor’s Proposal constitute(s) the final, complete, and exclusive statement of the terms and conditions of the Contract between the parties pertaining to the subject matter of this Contract and supersede all prior and contemporaneous understandings, contracts, inducements, or conditions, expressed or implied, oral or written, of the parties. Both parties agree that this Contract may not be contradicted by evidence of any prior or contemporaneous statements or contracts.
  
- B. The Contract shall not be modified or amended except by mutual consent in a writing signed by duly authorized representatives of both parties. Both parties agree that the Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**XXVII. Severability.**

In the event that any term, condition or provision of this Contract is found by a court of competent jurisdiction to be void, invalid or unenforceable, all remaining sections and provisions of this Contract shall remain in full effect and be binding on the parties.

**XXVIII. Examination of Records.**

The Contractor agrees that the Town or any duly authorized representative shall, until the expiration of three (3) years after the final payment hereunder, have access to and the right to examine and copy any pertinent books, records, documents, papers (hardcopy, electronic or otherwise) of the Contractor (or any subcontractor) involving any transaction related to this Contract.

**XXIX. Notice.**

All written notices required under this Contract shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day service and provides a receipt. Such notices shall be addressed as follows:

**For the Town:**

Emily Kyriazi  
Town Manager  
Town of Haymarket  
15000 Washington St  
#100  
Haymarket, VA 20169

**For the Contractor:**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Company \_\_\_\_\_  
  
Mailing Address \_\_\_\_\_  
\_\_\_\_\_

The Notice Address may be changed with written notice of the new address to the other party. Any notice shall be effective only upon delivery.

**XXX. Execution of Contract.**

IN WITNESS WHEREOF, Town and Contractor have executed, or caused to be executed by their duly authorized officials, this Contract in two copies, each of which shall be deemed an original on the date first above written.

**TOWN OF HAYMARKET**

\_\_\_\_\_  
By: Emily Kyriazi  
Its Town Manager

**CONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_ By:

\_\_\_\_\_  
Its: \_\_\_\_\_

Sworn and acknowledged before me by \_\_\_\_\_ as the \_\_\_\_\_ of the Town of \_\_\_\_\_, Virginia, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Notary Public**

**My commission expires:** \_\_\_\_\_.

Sworn and acknowledged before me by \_\_\_\_\_, of \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
**Notary Public**

**My commission expires:** \_\_\_\_\_.

**SECTION 3.0 RFP SUBMISSION FORM  
TOWN OF HAYMARKET - RFP SUBMISSION FORM**

**OFFEROR MUST COMPLETE AND RETURN ALL SECTIONS WITH THE SUBMISSION**

**DUE DATE: February 29, 2024 at 2:00pm NAME OF RFP: Refuse and Recycling Services**

**A. SUBMITTING BUSINESS ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE**

CONTACT PERSON: \_\_\_\_\_ FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CHECK APPROPRIATE:

Corporation \_\_\_\_\_

\*Minority Owned/Controlled Business \_\_\_\_\_

Partnership \_\_\_\_\_

Sole Proprietor \_\_\_\_\_

Small Business \_\_\_\_\_

**\*MINORITIES ARE DEFINED AS BLACKS, HISPANICS, ASIANS OR PACIFIC ISLANDERS, AMERICAN INDIANS, ALASKAN NATIVES, AND WOMEN.**

The Firm is organized under the laws of the State of: \_\_\_\_\_

Principal place of business located at: \_\_\_\_\_

Following are the names and addresses of any persons having an ownership interest of three (3) percent or more in the above named business entity that are either related to or are an officer, employee or appointee of the Town of Haymarket, s or its governing body: (Attach more sheets if necessary)

**NAME:**

**ADDRESS:**

1.

2.

3.

**B. INITIAL UNIT FEE**

The initial price per unit per month for the first year of the contract term shall be \$\_\_\_\_\_.

**C. VIRGINIA CONFLICTS OF INTEREST & PUBLIC PROCUREMENT**

This solicitation is subject to the provisions of Title 2.2, Chapter 31 et seq., of the Code of Virginia, as amended, see Section 2.2-3100 of the Code of Virginia, as amended, the Virginia State and Local Government Conflict of Interests Act, and Sections 2.2-4300 et seq. of the Code, the Virginia Public Procurement Act. The Offeror ( ) is ( ) is not aware of any information bearing on the existence of any potential conflicts of interest or violation of ethics in public contracting.

**D. GENERAL QUALIFICATIONS AND REFERENCES (attach additional sheets as needed)**

- 1. Describe the general character of work performed by your firm.
- 2. Has your firm ever failed to complete any work awarded to you?  
 YES  NO  
 If so, detail the dates, work or services to be rendered, and reasons for the Failure to fulfill the work or services (attach additional sheets as needed).
- 3. Has your firm ever defaulted on a Contract?  YES  NO
- 4. List a minimum of three (3) local or municipal government and/or commercial references that have contracted with your firm within the past twelve months for refuse and recycling services of a similar size, scope and contractual requirements as those in the related Request for Proposal. Please include contact person(s), address, email address and telephone number.

**E. CERTIFICATION**

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 services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the state and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I certify that the firm I represent agrees to abide by all conditions of the Request for Proposal and Contract and certify that I am duly authorized to sign for and bind the Offeror to the terms, conditions and requirements in the Request for Proposal and Contract.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**F. STATE CORPORATION IDENTIFICATION NUMBER**

All Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in the 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 the proposal a statement describing why the Offeror is not required to be so authorized. See Section 2.2-4311.2 of the Code of Virginia, as amended. Any Offeror that fails to provide the information required by this Section shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this Section is granted by the chief executive of the Town.

1. Enter State Corporation Identification Number: \_\_\_\_\_

2. Enter Statement below if required:

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**G: ADDENDUM ACKNOWLEDGEMENT**

The undersigned Offeror acknowledges receipt of the following Addenda, pursuant to the RFP and that any required adjustments have been made to the proposal:

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

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

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

OFFEROR \_\_\_\_\_(sign)

OFFEROR \_\_\_\_\_(print)

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

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_



**H. TRADE SECRETS OR PROPRIETARY INFORMATION**

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 2.2-4342 (F) of the Code of Virginia, as amended, states that the Offeror must invoke the protection of this Section prior to or upon submission of the data or materials, and must identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

- ( ) No, the proposal submitted does not contain any trade secrets and/or proprietary information.
- ( ) Yes, the proposal submitted does contain trade secrets and/or proprietary information.

If Yes is selected above, please clearly identify below the exact data and/or other materials to be protected and list all applicable pages of the proposal document containing such data and/or materials:

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The proprietary or trade secret material submitted must be clearly identified by the Offeror by some distinct method such as highlighting or underlining within the body of the proposal document and must indicate only the specific words, paragraphs, pictures or figures that constitute trade secrets or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal. See Section G (1) "Specific Proposal Preparation" of the Request for Proposals document. State the reason(s) why protection is necessary:

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If the data and/or materials to be protected are not identified above and within the body of the proposal document and the reason(s) for the protection are not provided, the Offeror will not have invoked the protection of Section 2.2-4342 (F) of the Code of Virginia, as amended. Accordingly, effective upon award of the agreement, the proposal will be open and available for public inspection consistent with all applicable law.

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# ATTACHMENT 1

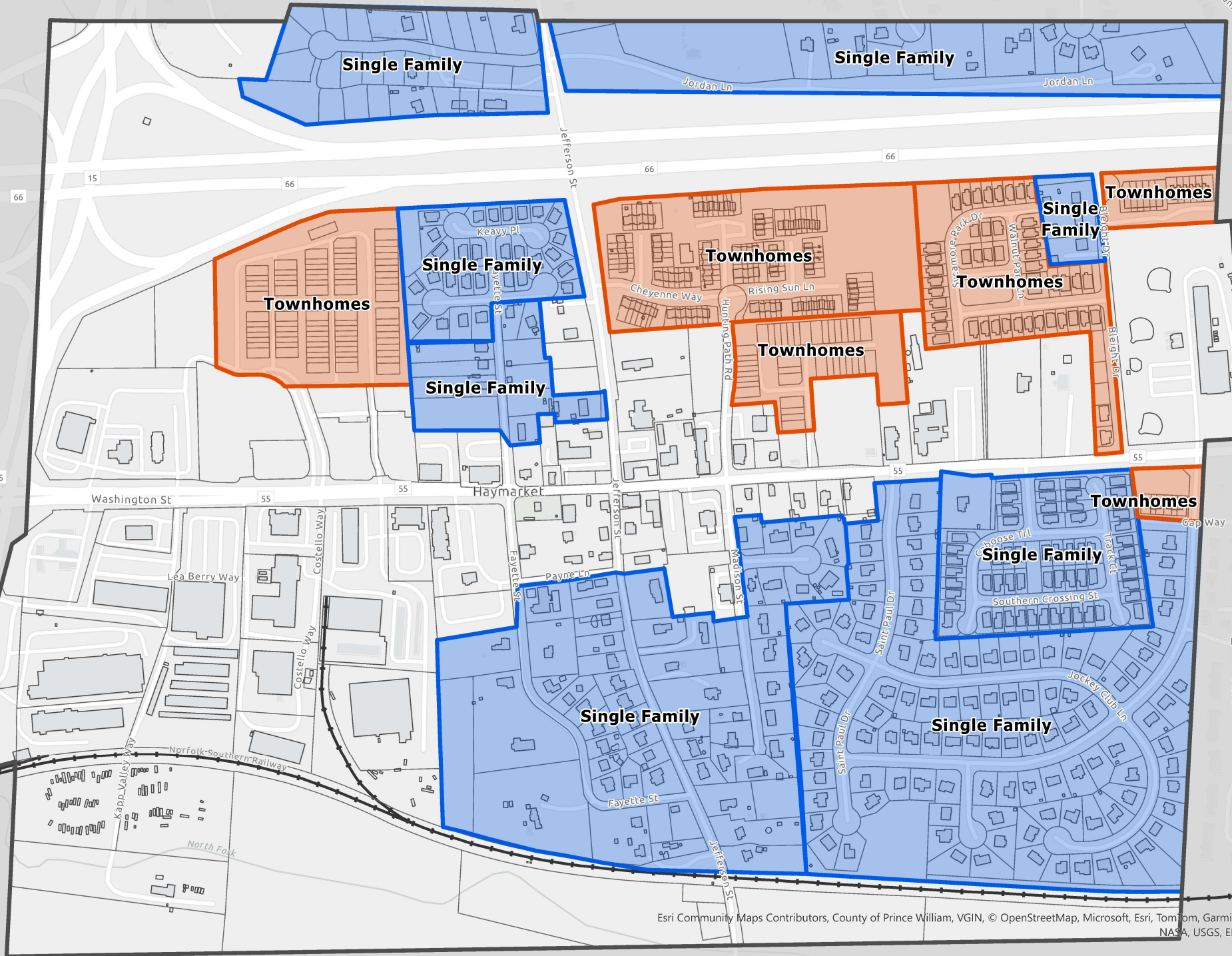
## Summary of Town's Existing Service

	TOWN OF HAYMARKET
Current Provider	Republic Services
Contract Expiration	5/31/2024
# of Units	338 SF / 197 TH
Cost/Unit	\$ 17.73 SF / \$ 14.91 TH
Day of Collection	Monday/Thursday
Cost Escalator	4% annual escalator
Other	128 waste hand pickups. 2/week refuse collection & 1/week recycling.

**NOTE:**

- There will be an additional 20 new Single-Family Homes that will become live sometime in Late 2024.
- There will be an additional 48 Town Home units that will become live by July 1, 2024.

# Residential Types in Haymarket





Town of Haymarket  
15000 Washington Street, #100  
Haymarket, VA 20169  
703-753-2600

## Memorandum

**To:** Interested Parties  
**From:** Emily Kyriazi, Town Manager  
**DATE:** February 05, 2024  
**Re:** Town of Haymarket – Trash RFP  
Invitation to Bid - Addendum 1

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The Town of Haymarket issued an RFP for its town trash service contract on January 12, 2024. Due to only having one contractor attend the mandatory meeting for this RFP, the Town is re-issuing this RFP to have multiple bids. The following are questions that were asked by the one vendor that attended the February 01, 2024, meeting with the Town Manager.

Please find below a summary of the questions received and discussed during the mandatory pre-bid meeting held 02/02/2024.

1. Does the Town want the same price for townhomes and single-family homes?
  - No, the Town will want two separate prices for townhomes and single-family homes.
2. Would the Town be open to alternative bids and/or schedules?
  - Yes, the Town is open to alternative bids and schedules, for example once a week trash pick up vs twice a week trash pick.
3. Is the Town open to negotiate annual increase?
  - The Town will review the proposed annual increase.

Please let me know if you have any additional questions regarding these comments. I can be reached at [ekyriazi@townofhaymarket.org](mailto:ekyriazi@townofhaymarket.org)

“Everyone’s Home Town”  
[www.townofhaymarket.org](http://www.townofhaymarket.org)