



Town of Amherst, Virginia
Request for Proposal (RFP) #2025-08
Residential Curbside Waste Collection
Issue Date: 08/2025
Due Date: September 15 at 2:00 p.m. EST

Point of Contact: Tracie L. Morgan/Deputy Town Manager
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Mailing Address:
Town of Amherst
Tracie L. Morgan
P.O. Box 280
Amherst, VA. 24521

Physical Location:
Town Hall
Tracie L. Morgan
174 S. Main Street
Amherst, VA. 24521

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation for Curbside Waste Collection and Recycling for customers provided utility services by the Town of Amherst, Virginia. A map of the approximate service area for services is provided as one of the attachments.

II. BACKGROUND:

The Town of Amherst is located at the base of the Blue Ridge Mountains in Amherst County. Its location is adjacent to Sweet Briar College with a land area of 4.92 square miles and approximately 2,200 residents. The Town has a five-member Town Council and a mayor. All powers of the town are vested in the Council who enacts ordinances (local legislation), adopts resolutions and budgets, determines policy, and appoints the Town Manager and Police Chief.

The Town Treasurer's office is responsible for all town utilities, local Town taxes, Town Business Licenses, Town Meals and Beverage Tax, and all other forms of Town receipts. The Treasurer's Office also handles Town accounts payable, budget and financials.

The Town also operates a Police Department, Water and Sewer Plants and a Maintenance department that is responsible for water and sewer upkeep and upkeep of Town owned property. The Town does not handle its own electricity, nor does the Town own the streets or sidewalks.

The Town currently has approximately 1,200 utility customers on a monthly basis. The majority of these customers are in town users; however, we do service customers who live in the County but border the Town.

Currently, the Town charges customers \$12.50 per month for pick up services weekly for waste and bi-weekly for recycling. There is no additional monthly charge for extra trash containers. All services use 96 gallon cans. The Town does have commercial customers; however, they are responsible for their own commercial container contracts. Commercial cans are not serviced by the Town.

III. SCOPE OF SERVICES:

A. General

1. The successful Offeror, hereafter referred to as the Contractor, will perform important Services for the Town and its customers. The appearance of the Contractor's vehicles, carts and employees is a reflection upon the Town. Similarly, the behavior of the Contractor's employees also is a reflection upon the Town. The Town requires these appearances or reflections be positive.
 - a. The Town strongly encourages the Contractor and his or her employees to treat customers calmly, courteously and respectfully to avoid, in a preemptive manner, issues and questions being reported to the Town as mentioned in the Customers subsection. The number of issues the Town receives will be one performance measure for the Contractor.
 - b. The Town cannot and shall not guarantee or promise any number of customers to whom the Contractor will provide Services.
 - c. The Contractor will be solely responsible for the image he or she creates with the citizens and customers.
2. The Contractor, at a minimum, will provide customers' containers, needed equipment, expertise, manpower, supervision, materials and supplies, vehicles, prompt responses and actions to resolve customers' complaints or issues, etc.
3. Notwithstanding the status of the Contractor and any approved subcontractor as independent contractors, the Town shall have the right to require re-assignment of any employee of the Contractor or any approved subcontractor whom the Town Manager, in his/her sole discretion, deems incompetent, negligent, insubordinate, or careless, or whose continued employment in the work is deemed contrary to the public interest, safety, and welfare.
4. The contractor shall assign a local manager who will be responsible for ensuring that all requirements of the contract are met.
5. The Contractor shall maintain an office within 100 miles of the Town of Amherst. The office must be manned by sufficient personnel to accommodate complaints and other communications.
6. The Contractor shall at all times be aware that the prompt and proper performance of the work in the contract is critical to the public health, safety, and welfare of the citizens of the Town. The Contractor therefore agrees that any problem that causes the disruption of any service shall be cause for the Contractor to take any and all reasonable actions necessary to restore service within twenty-four (24) hours/next day. Failure of the Contractor to comply with this provision shall be a breach of the contract and cause for immediate termination of the contract by the Town, with the collection of the bond(s) by the Town for expenses and other damages caused by such a breach of contract.
7. All activities of the Contractor shall be subject to the inspection of the Town Manager or his/her designee. Any determination of unsatisfactory performance shall be followed by

written notification of the Contractor. The Contractor shall ensure that the unsatisfactory performance is corrected within seven (7) days.

- a) Failure of the Contractor to resolve the problem(s) within seven (7) days shall result in the Town having the right to correct the problem and collect the cost(s) for such correction from the Contractor's bond(s); or
- b) The Town may opt to provide the Contractor written notification of another seven (7) days to resolve the problem(s). Failure to do so shall provide the Town the right to terminate the contract and collect the bond(s). Nothing in this paragraph shall be construed to impair the Town's right to terminate the contract in accordance with the provisions of Attachment A.
- c) Contractor acknowledges and agrees that waste collection is an essential service for citizens of the Town of Amherst.
- d) In the event of any termination of this Contract, Contractor shall be required, upon written request from the Town, to continue providing waste collection services until a new waste collection provider is able to begin providing services for the Town. Failure to do so shall be a breach of contract by the Contractor and shall grant the Town the right to collect the bond(s). Upon termination of the contract, the Contractor shall fully cooperate with the new waste collection provider to ensure a seamless transition in services. Failure to do so shall be a breach of contract by the Contractor and shall grant the Town the right to collect the bond(s).

B. Specific

1. Curbside Collection

- a. The Contractor shall collect curbside wastes from approximately 1,406 units. A "unit" is described as a single-family residence, qualified small business, or other similar customer designated by the Town. "Single family residence" may be a detached home, a townhouse, an apartment, a condominium, or a duplex.
- b. The frequency of collection shall be once per week on Mondays, unless otherwise designated herein or modified during the term of the contract. Contractor will commence the route no earlier than 7:00 a.m., ending by 7:00 p.m.
- c. Wastes to be collected from curbside shall conform to the following:
 1. Individual waste and recycling shall be contained for pickup in ninety-six (96) gallon cans. In case of overflow, additional trash that is bagged and directly next to the can must also be collected.
 2. "Curbside" is defined as that portion of a right-of-way adjacent to a roadway which serves one or more units. The Town may require waste collection be made at a location off the public right-of-way in unusual circumstances.
 3. All waste materials conforming to the stipulated size and weight conditions shall be collected, except that no hazardous waste, tires, land clearing debris (does not include basic brush or leaves), or building or construction demolition material shall be collected.
 4. Bulk pickup (if agreed upon in the final contract), should include items such as beds, stove, freezers, refrigerators, washers, and dryers.

2. Unacceptable Waste

Contractor shall not be responsible for the collection, processing and/or disposal of Unacceptable Waste as defined by the following: "Unacceptable

Waste” means: (i) any material that by reason of its composition, characteristics or quantity is defined as a “hazardous material,” “hazardous waste,” “hazardous substance,” “extremely hazardous waste,” “restricted hazardous waste,” “toxic substance,” “toxic waste,” “toxic pollutant,” “contaminant,” “pollutant,” “infectious waste,” “medical waste,” “radioactive waste,” or “sewage sludge” under any applicable law; (ii) any material that requires other than normal handling, storage, management, transfer, or disposal; or (iii) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water effluent standards to be violated.

3. Title to Waste

Title to any Hazardous Waste or Unacceptable Waste placed in or near Contractor’s containers shall not pass to Contractor at any time and shall remain with the generator of such waste.

4. Administrative

a. The Contractor will provide Services to Town citizens and businesses which enroll for collection services through the Town’s Finance Department. Also, customers will cancel or disenroll from Services through the Finance Department.

1. The Contractor should begin curbside services the day after a customer enrolls for curbside collection services if the location already has assigned or designated. If the location is new to curbside recycling (no carts at the location), service may take up to a week to begin.

2. Only out-of-town residents that are connected to the Town utility system have the option to choose if they want collection services. All residents within Town limits are required to sign up for services.

b. This contract shall be administered by the Town of Amherst, Virginia Town Manager or authorized representative.

c. Contractor shall preserve video, photographs, and all records of any incident involving damage to person or property, missing trash cans or other equipment, or disputes between employees/agents of Contractor and citizens for a minimum of six months after initial notification of or discovery by the Town of the incident, whichever is later. Contractor shall provide a copy of video, photos, and records for such incident documentation no later than forty-eight (48) hours after request by the Town.

5. Term of Contract

a. The initial term of this contract should be for three (3) years, with the option to renew the contract for three (3) three-year periods. Renewals are not automatic and shall be documented in writing and signed by the Contractor and the Town.

b. The Town intends for the contract resulting from this RFP to begin on January 1, 2026.

6. Invoicing and Pricing

a. The Contractor should charge the Town a flat monthly fee for weekly collections of carts for each unit for the Services. The monthly fee should cover all the Contractor’s costs associated with this Contract.

1. The Contractor will bill or invoice the Town once per month for each approved unit to be served, as identified by the Town.

2. A total will be provided on each monthly invoice that multiplies the number of units times the flat monthly fee discussed in (a.) above resulting in an invoice grand total.
 3. If requested, the Town can provide the Contractor with a list of each location and number of units per corresponding address.
- b. Any changes in pricing shall be approved, in advance, by Town Administration.
 - c. Changes in prices will be based upon the percent change from previous annual average in the Historical Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items issued by the U.S. Bureau of Labor Statistics
 - d. The annual or yearly index, e.g., 2023, 2024, etc., shall be utilized when published by the Bureau of Labor Statistics.
 - e. If this particular index ceases to be published by the Bureau of Labor Statistics, the Contractor and Town shall negotiate the means by which price changes will be calculated.

7. Miscellaneous

The Contractor shall be responsible for any damage to public or private property caused by waste collection operations. The Contractor shall immediately report to the Deputy Town Manager, Treasurer, or designee all complaints made to the Contractor, as well as the prompt courteous resolution of the problem to the customer's satisfaction.

IV. PROPOSAL SUBMISSION:

A. General Instructions:

1. Each offeror must submit one original hard copy, 3 copies and one electronic copy on USB flash drive.
2. Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, telephone, fax or email will not be accepted.
3. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
4. The Proposer shall place his/her name, address, and registered Virginia Contractor Number on the outside of the sealed inner envelope containing the Proposal. This envelope shall be marked "Town of Amherst, Virginia 2025 Curbside Waste Collection Contract" and addressed to: Town of Amherst, Tracie Morgan, PO Box 280, Amherst, VA. 24521.
5. 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 subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable

time the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

B. PROPOSAL REQUIREMENTS:

The proposer shall include the following information in the packet:

1. Company information and references (Attachment A)
2. Virginia State Corporation Commission Form (Attachment B).
3. A written description of qualified staff, including primary officers, and proper equipment that will be used to perform the contract work.
4. Detailed pricing breakdown should show the following:
 - a) Cost of garbage pickup per unit. Number of cans at a unit should not increase price per unit.
 - b) Cost of recycle pickup per unit. Number of cans at a unit should not increase price per unit.
 - c) List any additional costs (if any) of "other" services, such as:
 - i. Bulk item pickup (i.e. refrigerators, stoves, microwaves, bed frames). Include the frequency of which this type of service is allowed per unit.
 - ii. Yard debris pickup (i.e. leaves, limbs, storm debris). Include the frequency of which this type of service is allowed per unit if the service is offered at all.

C. DEADLINE:

All proposals are due by September 15, 2025 at 2:00 p.m. to Tracie L. Morgan at the Town Hall building. If submitting proposals by mail, please mail to;

Town Hall
ATTN: Tracie L. Morgan
P.O. Box 280
Amherst, VA. 24521

If sending by carrier the physical location is;
Town Hall
174 Main St.
Amherst, VA. 24521

It is the responsibility of the offeror to have all proposals in by the deadline. Any delay in mail timing must be considered when sending in proposals. Any proposals submitted past 2:00 p.m. on the due date will be marked late and will not be opened or considered.

V. PROPOSAL EVALUTATION

- A. This Request for Proposals is part of a "competitive procurement process" which helps to serve the best interests of the Town of Amherst Virginia. It also provides Proposers with a fair opportunity for their proposals to be considered. This process is not to be confused with the process of "competitive sealed bidding", which is used when goods or services being purchased can be precisely described and price is the sole factor for bid evaluation. With the "competitive procurement process" used in this solicitation, price is not the sole factor for bid evaluation but is one of two or more factors to be considered. Proposers must submit written proposals of costs, qualifications, and understanding of the work to be performed. Proposals should be specific in describing all components of the proposal package.
- B. The two (2) or more Proposals deemed by the Town to be fully qualified and best suited shall be invited to participate in negotiations. Price shall be included, but will not be the sole

determining factor, in such negotiations. The contract shall be awarded by the Town to the Proposer which, in the Town’s determination, best meets the needs of the Town, in accordance with the criteria set forth in the succeeding paragraph. Information and/or factors gathered during interviews, negotiations, and any reference checks, in addition to the evaluation criteria stated in this RFP, shall be utilized in the final award decision. Proposal content and evaluation criteria shall include but are not necessarily limited to, the following factors, the judgement of the Town being final and conclusive in such evaluations.

C. The Town reserves the right to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the Town may properly evaluate the capabilities of the proposer to provide the required services.

D. **Section Timetable:**

ACTIVITY	DATE
Proposal issue date	Monday, August 25, 2025
Deadline for questions	2:00 pm, Friday, Sept 5, 2025
Deadline for submittals	2:00 pm, Monday, Sept 15, 2025
Negotiations	Week of Sept 22, 2025
Town Council approval	Wednesday, October 8, 2025

VI. **GENERAL TERMS AND CONDITIONS:**

A. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the offeror are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The offeror shall comply with all applicable federal, state and local laws, rules and regulations.

B. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the offeror agrees as follows:

- a) The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b) The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.
 - c) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d) The requirements of these provisions 1. and 2. are a material part of the contract. If the Offeror violates one of these provisions, the Town may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - e) In accordance with Executive Order 61 (2017), a prohibition on discrimination by the offeror, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
 - f) The offeror will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subofferor or vendor.
- C. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposal are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subofferor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Town of Amherst, the Offeror certifies that the Offeror does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- E. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

- F. **ANTITRUST:** By entering into a contract, the offeror conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Amherst under said contract.
- G. **CLARIFICATION OF TERMS:** The Town reserves the right to request clarification of information submitted and to request additional information of one or more vendors.

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact employee whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the requestor.

- H. **PAYMENT:**
 - a) Invoices for services shall be submitted by the offeror directly to the payment address shown on the contract.
 - b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c) All services provided under this contract, that are to be paid for with public funds, shall be billed by the offeror at the contract price.
 - d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- I. **PRECEDENCE OF TERMS:** General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- J. **QUALIFICATIONS OF OFFERORS:** The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Town further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Town that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- K. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the offeror in whole or in part without the written consent of the Town.
- L. **TESTING AND INSPECTION:** The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- M. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed upon by the parties as a part of their written agreement to modify the scope of the contract.
2. The Town may order changes within the general scope of the contract at any time by written notice to the offeror. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The offeror shall comply with the notice upon receipt. The offeror shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:

a) By mutual agreement between the parties in writing; or

b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the offeror accounts for the number of units of work performed, subject to the County's right to audit the offeror's records and/or to determine the correct number of units independently; or

c) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town with all vouchers and records of expenses incurred and savings realized. The Town shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within thirty (30) days from the date of receipt of the written order from the Town. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

N. **DEFAULT:** In case of failure to deliver services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the offeror responsible for any resulting additional administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

O. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

- P. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Offerors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
 4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
- Q. **AWARD:** The Town reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission or additional information. The Town reserves the right to award the contract to the vendor with a system that is most advantageous to and in the best interest of the Town. The Town shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest, and the Town's decision shall be final.
- R. **CONTRACT TIME:** Contractor shall commence the Work required by the General Documents on or before a date to be specified in a written Notice to Proceed issued by the Owner and to substantially complete the work within 300 calendar days thereafter (or less, as outlined in the Proposer's submitted project schedule/timeline).
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the offeror agrees to (i) provide a drug-free workplace for the offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the offeror that the offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subofferor 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 offeror, 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.

- T. **NONDISCRIMINATION OF OFFERORS:** An offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound here under only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- W. **DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

VII. SPECIAL TERMS AND CONDITIONS

- A. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. The offeror shall state any exception to any contractual terms or conditions, including any liability provisions contained in the Request for Proposal in writing at the time of responding to such Request for Proposal if so requested by the Commonwealth. Such exceptions shall be considered during negotiation but shall not be used as a basis for scoring or evaluating which offerors are selected for negotiations. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Town may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Town 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. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

- B. **CANCELLATION OF CONTRACT:** The Town reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **RENEWAL OF CONTRACT:** This contract may be renewed by the Town for three (3) three year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Town's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Town elects to exercise the option to renew the contract for an additional three-year period, the contract price(s) for the additional three years shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "All Urban Consumers" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Town elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Urban Wage Earners and Clerical Workers category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- D. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 60 days. At the end of the 60 days the proposal may be withdrawn at the written request of the bidder. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth's use and shall include all applicable freight and installation charges; extra charges will not be allowed.
- F. **INDEMNIFICATION:** Contractor agrees to indemnify the Town, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- G. **BONDS:** A Performance Bond and a Labor and Material Payment Bond shall be obtained by the successful Proposal in the amount equal to the total contract price and for the duration of the contract, to guarantee that he/she will provide all stipulated goods and services, in strict accordance with the contract, and will pay promptly all persons supplying him/her with labor and

materials. Bonds shall be written through a responsive surety bond agency licensed to do business in the Commonwealth of Virginia and approved by the Town in writing, and shall be delivered to the Town with the executed contract.

H. CONTINUITY OF SERVICES:

a.) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

(i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

(ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and

(iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

**ATTACHMENT A
VENDOR DATA SHEET**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

eVA Vendor ID or DUNS Number: _____

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT B

State Corporation Commission Form

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

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

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

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

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

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

Signature: _____ Date: _____

Name: _____
(Print)

Title: _____

Name of Firm: _____