



Request for Proposals

The Town of Hurt, Virginia (the Town) is seeking proposals from qualified firms for the 2024 Curbside Solid Waste Collection Contract. Sealed proposals will be received at the Town Office, Town of Hurt, P. O. Box 760, 533 Pocket Road Hurt Virginia 24563, until 2:00 p.m. on Monday, April 22, 2024. The scope of work for this term contract includes all labor, materials, and services necessary to provide curbside solid waste collection in the Town of Hurt, Virginia, services on an individually determined weekly frequency for 645 customers identified by the Town Manager/Mayor, followed by subsequent disposal at the Pittsylvania County Landfill; All pertinent local, state and federal regulations shall apply to all work performed under this contract.

The proposal package may be obtained from the Town of Hurt, 533 Pocket Road Hurt Virginia 24553, (434) 608 - 0554 or by email, Mr. Joseph Smith, Public Works Director, publicworks@townofhurtva.gov

All requests for clarification or additional information or data must be made in writing or email to Mr. Joseph Smith, Public Works Director, Town of Hurt, publicworks@townofhurtva.gov Such requests must be received before 2:00 p.m. on Monday, March 25, 2024.

Curbside Solid Waste Collection

The Town of Hurt, Virginia seeks the services of a contractor to provide curbside solid waste collection for the citizens. The Town has elected to procure this service using competitive negotiation to ensure residents and businesses of the Town receive the highest possible overall value for this service.

DUE DATE AND TIME:

2:00 p.m. on April, 22 2024

RFP NUMBER: **TOH2024-1**

ACCEPTANCE PLACE:

Town Office, Town of Hurt
533 Pocket Road
Hurt, Virginia 24563

Requests for information related to this procurement should be directed to:

Mr. Gary Hodnett, Mayor
Town of Hurt
434-608-0554 or gary.hodnett@townofhurtva.gov

Gary Hodnett
Mayor

Date:

INSTRUCTIONS TO PROPOSERS

To be valid for consideration proposals must be completed and submitted in accordance with these Instructions to Proposers for the Town of Hurt, Virginia (the Town) 2024 Curbside Waste Collection Contract.

1.1 SERVICES TO BE PROVIDED

A. General

1. The Contractor shall provide all necessary labor, equipment, materials, and services for the full and satisfactory completion of the contract. The Contractor shall ensure that qualified supervisory personnel are assigned to and are completely familiar with the work.
2. The Contractor shall complete the contract as a general contractor and not as an employee of the Town. The Contractor shall comply with all local, state, and federal regulations, including minimum wage standards, unemployment compensation, worker's compensation, and solid waste collection, transportation, and disposal. The Contractor shall also be responsible for the cost and effort to acquire all permits and licenses needed for the performance of the contract. The Contractor shall ensure that any subcontractors used in the contract are approved by the Town in writing prior to use and comply with all appropriate sections of the contract.
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 Mayor, 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 maintain all equipment used in the work reasonably clean and free of unpleasant odors and ensure that any subcontractor complies with the same requirement.
5. The Contractor shall maintain an office within one hundred (100) miles of the Town of Hurt Town Office. The office shall be manned by sufficient personnel to accommodate complaints and other communications. The hours for the office shall be the same as those for the activities of the contract. The Contractor shall provide a toll-free phone number during office hours and an after-hours emergency phone number, for use by the Town's Public Works Department
6. The Contractor shall assign a local manager who will be responsible for ensuring that all requirements of the contract are met. The manager shall be assigned a vehicle and cellular phone.

7. 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 restoration of 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 breach of contract.
8. All activities of the Contractor shall be subject to the inspection of the Town Mayor or his/her designee. Any determination of unsatisfactory Contractor 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 with written notification of another seven (7) days to resolve the problem(s). Failure to do so shall provide the Town with the right to terminate the contract and collect the bond(s).

B. Curbside waste collection.

1. The Contractor shall collect curbside wastes from approximately 650 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.
2. The frequency of collection shall be once per week on **Fridays**, unless otherwise designated herein or modified during the term of the contract. The contractor will commence the route at 7:00 a.m., ending by 7:00 p.m.
3. Wastes to be collected from curbside shall conform to the following:
 - a. **Individual waste shall be contained for pickup in ninety-six (96) gallon cans one per Home.**
 - b. "Curbside" is defined as that portion of a right-of-way adjacent to a roadway which serves two or more units. The Town may require waste collection be made at a location off the public right- of-way in unusual circumstances.

- c. All waste materials Household Garbage conforming to the stipulated size and weight conditions shall be collected, except that no hazardous waste, tires, land clearing debris, or building or construction demolition materials shall be collected.

C. **Unacceptable Wastes**

"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.

D. **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."

E. **Waste Disposal**

1. Collected wastes shall be properly disposed of at the Pittsylvania County Landfill, immediately upon completion of the collection route or filling of the collection vehicle, unless otherwise authorized by the Town.
2. Disposal shall be performed during normal landfill working days and hours, except that no disposal shall be performed later than one (1) hour prior to the normal landfill closing time.
3. The Town shall be responsible for disposal fees, as indicated by the Contractor, by including disposal receipts issued by the landfill with monthly invoicing to the Town for payment for activities under this contract.

F. **Administrative**

1. This contract shall be administered by the Town of Hurt, Virginia Town Mayor or authorized representative.
2. The Contractor shall submit with each monthly bill a report prepared by the route supervisor which describes all activities pertaining to the bill, including schedule changes, disposal receipts, and complaints received and settled. The Town may request a copy of the video for incident documentation.

G. Miscellaneous

1. 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 Town Manager all complaints made to the Contractor, as well as the prompt courteous resolution of the problem to the customer's satisfaction.

1.2 CONTRACT DURATION

- A. The term of this contract, and the provision of the above scope of work and any additional work necessary for successful prosecution of the contract, shall be three (3) years, commencing July 1, 2024 and ending June 30, 2027.
- B. The Town may, at its option, negotiate with the Contractor at a reasonable time prior to the contract's expiration date for an extension of the contract for up to two (2) additional three (3) year terms.
- C. It shall be understood and agreed that the unsatisfactory performance by the Contractor, as evidenced by appearance or excessive customer complaints, shall give the Town the right to cancel the contract upon thirty (30) days written notice.

1.3 QUALIFICATIONS

- A. The Proposer shall submit with his/her proposal the information specified in Section 1.5, Preparation and Submittal of Proposals, including a written certification of a minimum of five (5) years successful experience in providing the types and quantities of services, personnel, materials, and labor stipulated in this proposal request. Such certification shall include a list of a minimum of three (3) parties for which services similar to those described herein have been provided for governmental agencies, with the necessary contact information (contact name, title, address, and phone number). It shall be understood that the Town shall contact the listed party(s) to verify the previous experience of the Proposal and that failure of the information to satisfy the Town of such successful previous experience may result in the rejection of the Proposal.
- B. Each Proposer shall be prepared to submit, within (5) calendar days of the Town's request, any additional information needed by the Town to properly and completely evaluate the qualifications of the Proposer. The Proposer shall verify to the satisfaction of the Town that he/she has sufficient qualified personnel and experience to provide for the contract work and provide the necessary materials and equipment on a scheduled basis during regular hours or an emergency basis during non-regular hours. Failure by the Proposer to sufficiently satisfy the Town of his/her ability to meet any of the above requirements will serve as grounds for rejection of the Proposer.

1.4 PREPARATION AND SUBMITTAL OF PROPOSALS

- A. The proposal package may be obtained from the Town of Hurt, Clerk's Office, 533 Pocket Road (P.O. Box 760), Hurt, VA 24563 (434-608-0554). All pertinent local, state, and federal regulations shall apply to all work performed under this contract.
- B. Proposals must be submitted using the form furnished in this contract package. All blank spaces on the Proposal Form must be filled in legibly and correctly in ink or typewritten.
- C. Proposals will be prepared on the basis of cost per unit served, using the number of customers specified in Section 1.1 and a frequency of one (1) collection per customer per week. **However, the contract will allow for increased frequency of collection to meet the needs of each customer. The Contractor's compensation shall be increased to account for the total number of collections performed during a month.**
- D. Enclosed with the executed Proposal Form, Proposers shall submit the following:
 - 1. A minimum of three (3) references, including contact information, for governmental agencies for which the Proposer has successfully provided services similar to those described herein.
 - 2. A written description of qualified staff, including primary officers, and proper equipment that will be used to perform the contract work.
 - 3. All information described in Exhibit B, attached.
 - 4. Total proposed cost for providing the services described herein for a three (3) year period (refer to the Proposal Form).
 - 5. The Proposer's mobilization time: that period of time after the contract award required by the Proposer before full-service operation of this contract can begin.
- E. 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 Hurt, Virginia 2024 Curbside Waste Collection Contract" and placed within another envelope addressed to: Town Office, Town of Hurt, P. O. Box 760, 533 Pocket Road, Hurt, Virginia 24563. The outer envelope shall be marked the same as the inner envelope.
- F. Proposals will not be submitted after the time set for closing of receipt of proposals. All late proposals will be returned unopened. The Town reserves the right to reject any or all proposals and to change the quantities after awarding the contract. It is the responsibility of the Proposer to ensure that his/her proposal is received prior to the deadline for the delivery of proposals.

- G. No oral interpretations for the proposal documents will be made to any Proposer. To be given consideration, requests for interpretations must be received in time to allow preparation of a written response at least five (5) days prior to the deadline fixed for the delivery of proposals. Interpretations will be issued in the form of written addenda to the proposal documents and mailed to all parties who previously received proposal documents, prior to the deadline fixed for the delivery of proposals. Only interpretations by formal written addenda will be binding. All addenda will be numbered and must be acknowledged as received by the Proposer in his/her proposal.
 - 1. Communications in regard to interpretations or other matters related to this contract shall be addressed: Mr. Gary Hodnett, Mayor, Town of Hurt P. O. Box 760, Hurt, VA 24563, or emailed to Mr. Hodnett at gary.hodnett@townofhurtva.gov
- H. All work, from the initial advertisement of the project to its final closeout, shall be performed in accordance with the Virginia Public Procurement Act.
- I. Proposals may be withdrawn prior to the time of contract award by written request made to the Town. It is the responsibility of the Proposer to ensure that such request is received by the Town prior to the time of contract award.

1.5 PROPOSAL EVALUATION

- A. This Request for Proposals is part of a "competitive procurement process" which helps to serve the best interests of the Town of Hurt, 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 cost, qualifications, and understanding of the work to be performed. Proposals should be specific in describing all components of the proposal package, as described in Section 1.4, Preparation and Submittal of Proposals.
- 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 judgment of the Town being final and conclusive in such evaluations.

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.

Proposals shall be reviewed by the Town or its designee on the basis of the following specific evaluative criteria.

Evaluation Criteria	Weight
a. Scope of Proposal	20%
b. Proposal Cost	20%
c. Experience	20%
d. Capabilities	20%
e. Understanding of the Work	15%
f. Mobilization time	<u>5%</u>
	100%

1.6 **AUTHORITY FOR PROPOSALS**

Each proposal shall contain the full name of the firm or corporation submitting such proposal. Each proposal by a corporation shall state the name and the address of its president and secretary and shall be signed in the name of the corporation by an authorized officer or agent subscribing in his/her own name and office and attested by the seal of the corporation. If the proposal is being made by a sole proprietorship, it shall state the name and address of the principal in charge, the firm's name, and be signed by a principal of the firm or accompanied by a proper Power of Attorney. The Town reserves the right, before awarding the contract, to require a Proposer to submit such evidence of this qualification as it may deem necessary. The corporate status form accompanying this solicitation must also be filled out and submitted with the proposal.

1.7 **PROPOSAL BOND**

- A. Each proposal must be accompanied by assurance that the successful Proposer will enter into a contract within ten (10) days after notification of being awarded the contract. Such contract will be consistent with the terms of these Instructions. Such assurance shall be in the amount of five percent (5%) of the total base proposal amount and shall be a cashier's check made out to the Town of Hurt, Virginia on a bank satisfactory to the Town or a Proposal Bond obtained from a surety licensed to do business in the Commonwealth of Virginia and acceptable to the Town. If the successful Proposer defaults by failure to enter into contract and filing applicable bonds, the cashier's check or Proposal Bond accompanying the successful proposal shall be collected by the Town, not as a penalty, but as liquidated damages for delays and such additional expenses as may be incurred by the Town for reasons of such default.
- B. The contract must be sanctioned by the Town of Hurt Attorney and subsequently signed by the mayor. Each must be satisfied that the successful Proposer is capable of carrying out the work described in the proposal.

- C. Proposal guarantees will be returned to Proposers within fifteen (15) days, except for the three (3) best qualified Proposers. The remaining Proposal guarantees will be returned no later than three (3) days after the Town and the successful Proposer have executed the contract.

1.8 **PERFORMANCE 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 acceptable to the Town and shall be delivered to the Town with the executed contract.

1.9 **POWER OF ATTORNEY**

Attorneys-in-Fact who sign proposal bonds or contract bonds must file with such bonds a certified copy of their Power-of-Attorney to sign such bonds on behalf of the Proposer.

1.10 **PROPOSAL SUBMISSION**

- A. Sealed Proposals will be accepted at the Town Office, Town of Hurt, P. O. Box 760, 533 Pocket Road Hurt, 24563 until **2:00 p.m. local time on Monday, April 22nd, 2024**. All interested parties are invited to participate.
- B. Each proposal shall be received with the understanding that the acceptance in writing by the Town of the offer to provide any goods or services described therein shall constitute a contract between the Town and the Proposer and shall bind the Proposer on his/her part to perform or deliver those goods or services at the price stated and in accordance with all of the terms and conditions set forth in this proposal request.
- C. All prospective bidders shall complete the Corporate Status Form (Certification of Proposal) which is attached as Exhibit C
- D. As a clarification, the contract price submitted by the Proposer shall only cover the vendor's labor and equipment cost to perform the pickup of solid waste within the Town of Hurt and then disposal in a legally permitted landfill as directed by the Town of Hurt. As of this Request for Proposal that facility will be the **Pittsylvania County Landfill owned and operated by Pittsylvania County**.

1.11 **EXECUTION OF CONTRACT**

Within ten (10) days after the date of the award, the successful Proposer to whom the contract is awarded shall execute and deliver to the Town two (2) copies of the signed contract, the

contract bonds, and satisfactory evidence of all required insurance coverage, all as satisfactory to the Town. The contract shall not be binding on the Town nor the Contractor until it has been duly executed by the Town and copies of the executed contract returned to the Proposer.

1.12 FAILURE TO EXECUTE CONTRACT

Default by the Proposer to enter into a contract or to execute and deliver to the Town the required documents and bond(s) within ten (10) days after receipt of the contracts for execution shall be just cause for the annulment of the award and for the forfeiture of the proposal guarantee to the Town. Such forfeiture shall be for liquidated damages sustained and shall not be considered a penalty. Award may then be made to the next best qualified Proposer, as determined by the Town, or all proposals may then be rejected, and the work may be re-advertised.

1.13 MODIFICATION OF CONTRACT

The contract may be modified during performance in accordance with the provisions of Sec. 2.2-4309 of the Virginia Public Procurement Act. In no event may the amount of any contract, with adequate consideration, be increased for any purpose, including, but not limited to, relief of an offer or from the consequences of an error in its proposal or offer. The contract may be extended as described herein.

1.14 ADDITIONAL INFORMATION

See Attachment A- Required Conditions to all Contracts for the Town of Hurt for additional requirements.

Attachment A - Required Conditions of All Contracts - Town of Hurt

As used herein, the term "contractor" shall apply to _____, operating in the Commonwealth of Virginia, and the term "Town" shall apply to the Town of Hurt.

1. **AVAILABILITY OF FUNDS:** This contract is conditioned upon appropriation and availability of funds from year to year. If sufficient appropriation and funding is not available, in the sole judgment of the Town, the Town may terminate the contract without penalty, cost, or damage payment.
2. **INSURANCE:** The contractor shall secure and provide insurance in at least the following amounts:
 - a. Automobile liability insurance: \$1,000,000 combined single limit,
 - b. General liability insurance: \$1,000,000 occurrence limit, \$2,000,000 general aggregate,
 - c. Professional liability (if appropriate): \$1,000,000 occurrence limit, \$2,000,000 aggregate, and
 - d. Workers' Compensation insurance at statutory limits.

The contractor shall have the Town added as an additional insured.
3. **EMPLOYMENT DISCRIMINATION:** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor 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 contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - 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 contractor will 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.
4. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to provide a drug-free workplace for the contractor's employees.
5. **NONDISCRIMINATION STATEMENT:** In accordance with the Code of Virginia §2.2-4310 and §2.2-4343.1, this public body does not discriminate against faith-based organizations or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
6. **LICENSE:** If contractor is a business or profession required to be licensed by the Commonwealth of Virginia, you must provide your state contractor's or professional certificate number.
7. **STANDARDS OF CONTRACT:** The Town reserves the right to cancel and terminate a contract at any time, without penalty, for unsatisfactory product quality and/or service on the part of the contract holder, in the sole judgment of the Town, or when the Town determines the cancellation to be in the best interests of the Town. Repeated delayed or partial deliveries and returns for inadequate, damaged, or spoiled products shall be interpreted as failure to meet contractual obligations and may cause cancellation of the contract. Upon receipt of notice of termination, the contractor shall cease all deliveries or services unless advised by the Town to do otherwise. In the event of termination, the contractor shall be compensated for those deliveries or services provided to the satisfaction of the Town as of the date of termination.

8. **APPLICABLE LAWS AND VENUE:** Any contract resulting from any solicitation shall be governed by the laws of the Commonwealth of Virginia. Venue for any litigation arising from a solicitation or resulting contract shall be proper only in Pittsylvania County General District Court or Pittsylvania County Circuit Court, both located in Chatham, Virginia. The Town does not agree to arbitration.
9. **TAXES:** The Town is tax exempt and will not contract to pay taxes. Any such provision is void and not accepted.
10. **COMPLIANCE WITH LAWS:** The contractor shall comply with all applicable federal, state and local laws.
11. **CLAIM OF BREACH:** In the event contractor alleges or claims that the Town is in breach of any provision of the contract the contractor shall first give notice of the claimed breach to the Town in writing with all details. Copy of the claim shall be sent to the law offices of Joseph Eller (ADDRESS) The Town shall have thirty (30) days to correct any non-performance without penalty. If no agreement is reached or non-performance/breach continues after 30 days from receipt of the written notice the Claim Procedure set out herein shall be followed. Failure to follow the terms hereof shall result in a waiver and release of the claim by contractor.
12. **CLAIMS PROCEDURE:** Contractual claims must be submitted to the Town in writing no later than ten (10) days after the time of occurrence of events upon which the claim is based. The claim shall state that it is a formal claim and provide all facts or justifications with supporting documentation. The Town will consider all facts provided to it in a format established by the Town and render a decision within sixty (60) days of receipt of the claim. Failure to act by the Town shall operate to relieve the contractor from the claims procedure and allow the contractor to file suit for relief.
13. **SEVERABILITY:** In the event that any provision of this document shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.
14. **REQUIRED TERMS:** The terms herein are required to be a part of any contract with the Town. Any contractor who receives this document and chooses to offer goods or services agrees to be bound by these terms, any term of any contract that attempts to in any way modify any term hereof is void and of no effect unless approved by the Town attorney.
15. **ILLEGAL ALIEN EMPLOYMENT:** In accepting this order or entering into this contract, the contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
16. **INTERPRETATION:** Where the terms of this Attachment A conflict with the terms of the underlying contract, contractor and the Town agree that the terms of this Attachment A shall control.
17. **NO INDEMNIFICATION:** The Town does not have the authority under Virginia law to enter into any indemnification or hold harmless agreement or provision, and any provision or term in any contract that provides for the Town's indemnification or holding harmless of contractor or any other entity is void and of no effect.
18. **PAYMENT TERMS:** Unless otherwise provided in the solicitation, payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance or work, whichever is later. No interest, late charges, or attorney fees will be paid under any circumstances by the Town.

19. CHANGES TO THE CONTRACT:

- a. During performance of the contract, the parties may agree to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- b. The Town may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract may include, but are not limited to, services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings, said compensation shall be determined by written mutual agreement between the parties.
- c. No modification for a fixed price contract may be increased without the advance written approval of the Town.

20. RULES OF CONDUCT FOR OUTSIDE CONTRACTORS:

- A. Use of Town Premises: The following rules and regulations apply to Contractors' use of Town premises:
 - i. Alcoholic beverages are not permitted on Town property.
 - ii. Smoking and other use of tobacco are not permitted on Town property.
 - iii. Gambling is not permitted on Town property.
 - iv. Offensive or inappropriate clothing is prohibited.
 - v. All inappropriate behavior is prohibited.
 - vi. Prior approval must be given by the Town for signs, banners or pennants to be erected on Town property, however the Contractor shall be permitted customary construction signage at the construction site.
 - vii. All applicable local, state and federal laws, regulations and licensing requirements must be followed.
- B. Sex Offender Registry Notification: The Contractor shall not send any employee or agent who is a registered sex offender to any Town building or Town property. The Contractor shall be responsible for screening employees with the Virginia State Police registry or any other Virginia state law enforcement authorities necessary to comply with this provision.

21. COMMONWEALTH OF VIRGINIA BUSINESS TRANSACTIONS: All Contractors organized, licensed or authorized to transact business or perform the contract contemplated in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code, or any other provision of the Code, must include in their proposals the identification number issued to it by the State Corporation Commission and a copy of any license. Any Contractor that is not required to be authorized or licensed to transact business or perform this contract in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal a statement describing why the Contractor is not required to be so authorized or licensed.

22. CONTRACT FORMATION: The Contractor or successful bidder or offeror agrees to sign a contract drafted or approved by the Town Attorney. In the event no such contract is signed, the terms and conditions of all specifications, plans, and documents of the Request for Proposal or Bid and all terms herein, shall constitute the terms of the contract and no provision of any response, proposal, or other agreement may vary or alter the same unless agreed in writing and approved by the Town Attorney. No provision of any other contract document may waive this provision unless expressly so stated and signed by the parties.

23. **MODIFICATION:** Any term or provision submitted as part of your response that in any way attempts to change or modify the term of the contract documents, or these contract terms, conditions, and instructions shall be ineffectual, null and void. In addition, the Town may declare a proposal that attempts to do so unresponsive and disqualified, in its sole discretion. In lieu of declaring the proposal or response disqualified, the Town shall consider the modifications null and of no effect.

24. **ASSIGNMENT:** The Contractor shall not assign this contract without the prior written consent of the Town.

25. **COSTS AND FEES:** In the event of any breach of contract, negligence, or other claim or cause of action that may arise against the Contractor, said Contractor shall be responsible for all attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense, traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of the work, contract, or agreement, by Contractor and any resulting claim, suit, arbitration, mediation, investigation, testing, preparation, or action.

26. **INDEMNITY:** The Contractor shall indemnify and hold harmless the Town, its council members, officers, boards, commissions, agents, appointees and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of the Town with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of the Agreement by Contractor unless resulting from the negligence of the Town or its council members, officers, boards, commissions, agents, appointees or employees in which event a court may apportion the damage.

27. **TERMINATION FOR CONVENIENCE:** The Town reserves the right to terminate this Contract for convenience, with or without cause, by giving 30 days' written notice to Contractor. Such decision to terminate shall be in the sole discretion of the Town.

Contractor: _____ Town of Hurt

By: _____ By: _____

Print: _____ Print: _____

Title: _____ Title: _____

Date: _____ Date: _____

Exhibit B

EQUIPMENT

The proposal shall include a detailed list of the equipment Service Provider will use in the project, including all accessories to be actively used in this project as front-line equipment or as a backup. Equipment maintenance and aesthetics are very important to the Town. The Town will require that the Service Provider's front-line equipment be no older than 2015 Equipment for this project.

SAFETY

The Town collection program must comply with all applicable federal, state, local regulations, and the Town's policy in relation to the requested scope of work. Describe your environmental and safety programs that apply to managing risks associated with waste and recycling functions. Discuss the regulatory expertise of the staff you propose.

All contractors and subcontractors performing services for the Town are required and shall comply with all occupational Safety and Health Administration (OSHA), State and Town Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the worksite area under this contract.

HOLIDAYS

There are six (XX) holidays when the Pittsylvania County Landfill is closed. Collection services will not be provided on New Year's Day, July 4th, Thanksgiving Day, and the day after, Christmas Eve and Christmas Day. If a driver cannot perform a pick-up on the regularly scheduled service day due to a holiday, the pick-up will occur on the following business day or as negotiated with the permission of the Town. Any deviation from this schedule will be communicated with the Town. The contractor will provide an annual collection calendar for the upcoming year by December 15.

INCLEMENT WEATHER

If a driver cannot perform pick-up due to inclement weather conditions (such as snow or ice), the pick-up will occur on the following business day or as negotiated with the permission of the Town. The Town will be notified at the earliest possible time, by 9:00 a.m. on the day of scheduled service.

BULKY WASTE

Bulky Waste - Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than Construction, Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.

SPECIAL AND OTHER EVENTS

The Service Provider will be required to provide waste collection services for the Town's annual Events. The Service Provider will work with the Event committee to determine the number of containers and collection schedule.

EXHIBIT C

TOWN OF HURT

***PROPOSAL
CERTIFICATION***

_____, Located at _____

(FIRM)

(ADDRESS)

does hereby certify that it is licensed by the Commonwealth of Virginia to perform/provide the services requested in this Request for Proposal and that _____ its Officer of Firm/Corporation _____ is authorized to enter legally binding contracts required by the Request for Proposal for the execution of the work described therein. Execution of this document also certifies that the above noted Firm/Corporation assumes sole responsibility for the preparation and contents of this proposal.

President/Secretary

Firm/Corporation Seal