



DUMFRIES, VIRGINIA
Virginia's Oldest Continuously Chartered Town
CHARTERED 1749 INCORPORATED 1961

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Dumfries, Virginia 22026-2386
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Request for Bids

Department of Public Works

PW 16-001

Recycling, Collection and Disposal of Residential Solid Waste

May 15, 2015

Prepared by:

Town of Dumfries
Department of Public Works
17755 Main Street
Dumfries, VA 22026
Telephone: (703) 221-3400

**Town of Dumfries Request for Bids for
Recycling, Collection and Disposal of Residential Solid Waste**

Date: **May 15, 2015**

Bid Request:

Bids will be received by U. S. Postal Service, Parcel Delivery Services, or Email to the Attention of Richard West, Director of Public Works, 17755 Main Street Dumfries, Virginia 22026, until close of business **May 26, 2015**. The Bid is for Services to be performed, consisting of once a week on Wednesdays, the collection of solid waste, the collection of recyclables, and the disposal or delivery of either by proper methods. Additional option would be for two (2) collections per week on days to be agreed upon by Contractor and the Town. Bid Documents may be obtained from the Town of Dumfries, 17755 Main Street, Dumfries, Virginia. Solicitation of Bids may also occur but all entities are welcome to submit a bid to be evaluated and processed.

The anticipated value of this Bid is \$225,000 per year for a single pick-up weekly cycle.

**A mandatory Pre-Bid Meeting will be held May 22, 2015, 10:00 A. M.,
17755 Main Street Dumfries, Virginia 22026.**

Any questions regarding this Bid are to be directed to (703) 221-3400 or:

Richard West – Director of Public Works – rwest@dumfriesva.gov
Terry Myers – Assistant Director of Public Works - tmyers@dumfriesva.gov

PRE-BID MEETING AGENDA

PW 16-001

Recycling, Collection and Disposal of Residential Solid Waste

- A. INTRODUCTIONS**
- B. SIGN-IN SHEET**
- C. BID ITEMS**
- D. OPTION ITEMS**
- E. PRICING REQUIREMENTS**
- F. THE CONTRACT**
- G. DELIVERY OF BID METHODS**
- H. INFORMATION REQUESTS REGARDING BID DOCUMENT**
- I. BID ADDENDUM IF REQUIRED**
- J. BID OPENING**
- K. OBTAINING BID DOCUMENT**
- L. REQUIRED SUBMITTALS**
- M. INSURANCE CHECKLIST**
- N. “ATTACHMENT A” 1. Definitions**
- O. “ATTACHMENT A” 2. General Obligations**
- P. “ATTACHMENT A” 3. Collection Schedule**
- Q. “ATTACHMENT A” 4. Increased costs at Landfill**
- R. “ATTACHMENT A” 5. Disposal Location**
- S. “ATTACHMENT A” 6. Inspection**
- T. “ATTACHMENT A” 7. Disposal Location**
- U. “ATTACHMENT A” 8. Collection Procedures**
 - 1. Handling of Refuse and Recyclables**

2. Damage to Property
3. Interruption of Service
4. Supervision

V. IMPROPER REFUSE AND RECYCLING PREPARATION

W. VEHICLES

X. COMMUNICATIONS

Y. COLLECTION EMPLOYEES BEHAVIOR

1. Training
2. Uniforms
3. Safety
4. Qualified Workforce
5. All Drivers Commercial Certified

Z. FAILURE TO PERFORM

1. Town May Perform if Contractor Fails
2. Contractor Fails to Collect

AA. LIQUIDATED DAMAGES

BB. CONTRACT CANCELLATION

CC. CONTRACTOR'S OFFICE/ADMINISTRATION

DD. RECORDS AND REPORTS

1. Contractor Shall Maintain all Documents and Records
2. Contractor Shall Maintain all Documents and Records which Demonstrate Performance
3. Any Records or Documents to be Maintained Pursuant to This Contract
4. Contractor Shall Provide Monthly Reports to the Town

EE. NOTICE

FF. PERFORMANCE BOND

Instructions to Bidders

Bid Receipt and Opening of Bids:

The Town of Dumfries Department of Public Works will receive Bid Packages at the office of the Public Works Department, 17755 Main Street, Dumfries, VA 22026 until 3:00 P. M. in Person, by U.S. Postal Service, or by Parcel Delivery Service on **May 26, 2015**, at which time bids will be opened, read aloud, and taken under advisement for evaluation.

Submission of Bids:

1. All Bids shall be submitted in a sealed envelope upon which the words "Solid Waste Bid Enclosed" shall be adhered to the envelope.
2. The Contractor shall include with the Bid proposal a statement listing the amount of insurance in force with each category as shown on pages **7 through 12** of the Bid package and the name of the carrier in which the insurance is placed and dates the insurance is in force.
3. The Contractor shall provide a list of all equipment to be used and supporting information to include make and model years of all equipment.
4. A copy of the latest available certified financial statement of the Bidder certified by an independent certified accountant.
5. Client references for similar contracts. Providing name of client, name of contact person and a telephone number.
6. Submit evidence the Bidder has a minimum of five (5) years of continual operating experience in the collection and disposal of residential solid waste.
7. Submit a rate sheet from the proposed Disposal Site, licensed and permitted to receive and or collect residential solid waste indicating the current disposal rates.
8. Submit an example of trash Container and recycling Container the Contractor will provide the residents of the Town of Dumfries for Residential Solid Waste and Recycling operations.

Specification Familiarity:

Inquiry should be made to the Department of Public Works in writing at least 5 working days prior to the Bid closing if a question or doubt arises regarding a needed clarification or meaning of the intent of this request for Bids. The Director of Public Works shall respond in writing copying all Bidders. The submission of the Bid shall indicate the Bidder thoroughly understands the terms of the instructions and specifications listed.

Scope of Work:

The Contractor shall provide curbside collection and disposal services of residential solid waste and recycling within the corporate boundaries of the Town of Dumfries as identified in **Attachment "A"**

BID FORM
Recycling, Collection and Disposal of Residential Solid Waste

Town of Dumfries
 17755 Main Street
 Dumfries, VA 22026

Attention: Department of Public Works

We the undersigned Bidder, declare we have carefully examined the scope of work and informed ourselves fully of all conditions and locations relative to the work to be performed; and we examined the contract documents, including the Collection and Disposal of Residential Solid Waste Attachment “A”, instructions to Bidders, and all conditions relative to the work to be performed. We hereby propose to furnish all labor, equipment, materials, transportation, management, incidentals, and accessories to perform all operations necessary and required of the once weekly curb side Collection and Disposal of Residential Solid Waste on Wednesday of each week for the Town of Dumfries in accordance with the contract documents as provided in this bid package. Our Bid pricing is as follows:

Weekly cost per residential service for roll-out refuse containers	\$
Weekly cost per residential service for curbside recycling bins	\$
Weekly cost per residential service for Collection and Disposal of Residential Solid Waste and Recycling	\$
Optional - Weekly cost per residential service for Two (2) Days of Collection and Disposal of Residential Solid Waste and Recycling) – Optional to the Town	\$
Lump Sum price per week based upon 1436 residential service	\$
Lump Sum price per year based upon 1436 residential service	\$
Lump Sum price per week based upon 1436 residential service – with optional Two (2) weekly pickups.	
Lump Sum price per year based upon 1436 residential service – with optional Two (2) weekly pickups	
Cost per month per residential service for each dollar (\$1.00) increase or decrease In disposal fees	\$
Increased fixed price percentage for optional annual renewal	%

The Bids are based upon current landfill cost of the Prince William County Landfill and will be increased or decreased in accordance with the terms of the Contract. We are properly equipped to handle the work identified to the extent covered by our Bid and will enter into contract and give performance Bond in the sum of One Hundred Percent (\$ 100%) of the total annual Bid price for the execution and completion of the work in accordance with the contract documents and this Bid. The Bond sum shall be adjusted annually equal to 100% of the annual contract amount or as requested by the Contract administrator in writing to the Contractor prior to the adjustment being made. This Bid is subject to acceptance within a period of thirty (30) days from this date.

Respectfully submitted, _____

Company Name, Address, and Signature of Authorized Company Representative

CONTRACT FOR RECYCLING, COLLECTION, AND DISPOSAL OF RESIDENTIAL SOLID WASTE

DEFINITIONS

As Used in this Contract the terms are defined as follows:

1. **“Town”** shall mean the Town of Dumfries, Virginia, the Council of the Town of Dumfries, Virginia, or the Using Department identified below and authorized by the Council of the Town of Dumfries to enter into this agreement.
2. **“Using Department”** for the purposes of this Contract shall mean the Town of Dumfries.
3. **“Contract Administrator”** assigned to administer the Contract for the Town of Dumfries shall be the Town Manager, and/or his designated representative, or the successor.
4. **“Contractor”** shall mean _____ whose authorized representative is _____ Hereinafter, **“Contractor’s Representative”**. The Contractor’s Contract Representative shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of the Contractor. The Contractor may change its authorized representative by written notice to the Town of Dumfries.

CONTRACT PERIOD

The Contract period of this contract shall be for twelve (12) months, beginning July 1, 2015, through June 30, 2016, with three (3) one year renewable options.

PROVISION OF SERVICES

The Contractor hereby agrees to furnish all labor and equipment necessary to manage and provide curbside collection, disposal service, as well as recycling of residential accounts within the corporate boundaries of the Town of Dumfries per **Attachment “A”**, as set forth in this Contract or any future amendment to this Contract and in accordance with the general terms, conditions and specifications set forth in Bid DPW 2015-001.

CONTRACT AMOUNT

The Contract price shall be fixed at \$ _____ as reflected in the Contractor’s response to the request for Bids. The Contractor shall furnish labor and equipment as reflected in the Contractor’s response to Request for Bids date _____ and attached as Attachment. All incidental cost(s) including, but not limited to trash receptacles, recycling bins, fuel, travel, telephone calls and other expense must be included in the Bid amount submitted to the Town.

The Contractor shall be compensated for the collection and disposal of refuse, recyclables and other wastes as allowed in Attachment "A".

In return for the services the Contractor is to provide, and subject to paragraph sixteen (16) of this Contract relating to "Non-appropriation of Funds", the Town certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor within thirty (30) days after receipt of services, whichever is later in accordance with such formula for payment as set forth herein.

TIME OF ESSENCE AND COMPLETION

Time shall be of the essence to the Contract.

The Contractor shall provide the services described herein indicated in Attachment "A".

Should the Contractor at any time discern that the schedule will not be met for any reason, the Contractor shall so notify the Town in writing. The Town understands, however, that the Contractor's performance must be governed by sound professional practices.

INSPECTION AND ACCEPTANCE

Work supply or performance shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the services are approved as acceptable by the Contract Administrator and/or his designee(s). In the event of rejection of any deliverable, the Contractor shall be notified and shall have fourteen (14) calendar days from the date of issuance of notification to correct the deficiencies and resubmit the deliverable.

OTHER PAYMENTS; EXPENSES; TAXES

The Town will not be responsible for any cost(s) or expenses of any kind associated with the Contractor's provision of services pursuant to this Contract, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of its obligations under this Contract except as stated herein.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that the Contractor, as an independent Contractor of the Town is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event the Contractor is

deemed not to be an independent Contractor by any local, state, or federal governmental agency, Contractor agrees to indemnify and hold harmless the Town for any and all fees, costs, and expenses, including, but not limited to, attorney's fees incurred thereby.

INSURANCE

The Contractor shall be required to maintain insurance to insure against all risks, including but not limited to those identified 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 construction.

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 reasonably satisfied with the insurance certificates provided. The Town must be named as "additional insured" on all policies.

1. 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 conjunction 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 Contractor's potential liability under applicable existing law).
2. The Contractor shall, during the continuance of all work under the Contract provide and agree to maintain the following unless omitted from the attached "Insurance Checklist."
 - a. 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 of Dumfries on Town business related to this project and the insurance of Subcontractors where employees do so enter is found sufficient by the Town.
 - b. 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.

- c. In the event that Contractor will use its own automobiles in the Town, and not just rented cars or taxis, Automobile Liability Insurance, 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.
3. Liability insurance may be arranged by general liability and automobile liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an excess or umbrella liability policy.
4. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VIII or other insurance reasonably acceptable to the Town.
5. It is understood and agreed that the Contractor is at all times herein acting as an Independent Contractor.
6. 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/Contract Administrator, or designee, before any work is started.
7. The Contractor will secure and maintain copies of all insurance policies of its Subcontractors, which shall be made available to the Town on demand.
8. The Contractor will provide on demand, certified copies of all insurance coverage on behalf of the Contract within ten (10) days of demand by the Town. These certified copies will be sent to the Town from the Contractor's insurance agent or representative.
9. No change, cancellation (other than noted below), or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the Town Manager/Contract Administrator. Notice for cancellation due to nonpayment of premium would be fifteen (15) days. 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 IS GROUNDS FOR TERMINATION OF THE CONTRACT PURSUANT TO SECTION 15 (Termination for Default).**
10. Insurance coverage required hereunder shall be in force throughout the Contract period. **SHOULD THE CONTRACTOR FAIL TO PROVIDE ACCEPTABLE EVIDENCE OF CURRENT INSURANCE WITHIN TEN (10) DAYS OF WRITTEN NOTICE AT ANY TIME DURING THE CONTRACT TERM, THE TOWN SHALL HAVE THE ABSOLUTE RIGHT TO TERMINATE THE CONTRACT PURSUANT TO SECTION 15 (Termination for Default).**
11. 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.
12. The Town may and will, if requested by Contractor, reasonably accept insurance certificates provided by Subcontractors or partners of the Contractor covering risks and hazards relating to work to be performed by such Subcontractor and partners, in lieu of insurance certificates provided by Contractor. However, the Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any person employed by the Subcontractors.

13. 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.
14. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
15. In the event that the Contractor cannot meet the specifications required by these insurance requirements, alternate insurance coverage satisfactory to the Town Manager may be considered.
16. Nothing herein contained shall prevent the Contractor from taking out any other insurance for protection of its interest which it deems available and necessary.

ASSIGNABILITY OF CONTRACT

Neither this Contract nor any part hereof shall be assigned to any third party without the Town's written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any transfer of the Contract shall be in accordance with state law requirements .

This Contract shall not be assigned or transferred by Contractor, whether by operation of law or in any other manner, without prior consent in writing from the Town. In the event of insolvency of either party, this Contract shall terminate immediately at the election of the other party.

MODIFICATIONS OR CHANGES TO THIS CONTRACT

All modifications and changes to the Contract shall be in writing, signed by both the Town and the Contractor.

The Town Manager/Contract Administrator, with the concurrence of Town Council shall have the authority to order changes in the provisions of this Contract, which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the supplies, services to be performed or the time of performance of the construction provisions of this Contract; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor shall mail a demand for payment for completed changed work within thirty (30) days of completion of Change Order, unless such time period is extended in writing, or unless the Town Manager/Contract Administrator requires submission of a cost proposal prior to the initiation of any changed work or services or prepayment is reasonably required by Contractor. Later notification shall not bar the honoring of such claim or demand unless the Town is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

USE OF CONTRACT BY OTHER PUBLIC BODIES

General Conditions and Instruction to Bidders with regard to cooperative purchasing as allowed by law. Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuances of the purchase orders, directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The Town of Dumfries acts only as the “Contracting Agent” for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.

It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).

Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.

Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract’s terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

The Town of Dumfries shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

SUBCONTRACTING

The Contractor may not subcontract any work required under this Contract without the consent of the Town which consent shall not be unreasonably withheld or delayed. If the Contractor wishes to subcontract any of the said work, it must provide Subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Contractor is not relieved of primary responsibility for full and complete performance of any work identified to the Subcontractor. There shall be no contractual relationship between the Town and the Subcontractor.

EMPLOYMENT DISCRIMINATION

For the duration of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin 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 non-discrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that Contractor is an equal opportunity employer.
3. 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 paragraph.
4. The Contractor will include the provisions of this Contract paragraph in every subcontract or purchase order over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or vendor .
5. In all contracts, regardless of contract amount, the Contractor will abide by the provisions of the Americans with Disabilities Act, and will require each Subcontractor to do so.

VIRGINIA PUBLIC PROCUREMENT ACT

In accordance with requirements of the Virginia Public Procurement Act, §§ 2.2-4300 through 2.2-4437 as amended.

Virginia Public Procurement Act

Pursuant to the requirements of the Virginia Public Procurement Act, Section 2.2-4300 through 2.2-4377 of the Code of Virginia, 1950, as amended, the Contractor hereby agrees as follows:

In accordance with Virginia Code Section 2.2-4354(1), Contractor shall take one of the following courses of action within seven (7) calendar days after receipt of amounts paid to Contractor by Town for work performed by any Contractor under this Contract:

1. Pay any and all Contractors for the proportionate share of the total payment received from Town attributable to all work performed by such Contractor(s) under this Contract; or
2. Notify Town and the appropriate Contractor(s), in writing, of Contractor's intention to withhold all or part of said Contractor(s) payment with the reason for nonpayment.

In accordance with Virginia Code Section 2.2-4354(2), Contractor shall provide its social security number (if an independent Contractor) or federal employer identification number (if a corporation, partnership or proprietorship), as appropriate, with each application for payment.

In accordance with Virginia Code Section 2.2-4354(3), Contractor shall pay interest at the rate of one percent (1%) per month to any and all Subcontractors on all amounts owed by Contractor that remain unpaid after seven (7) days following receipt by Contractor of payment from Town for work performed by any such Contractor under this Contract, except for payments withheld as allowed pursuant to above. Contractor's obligation to pay any interest to any Subcontractor pursuant to the provisions of this subparagraph may not be construed to be an obligation of Town, nor shall a contract modification be made for the purpose of providing reimbursement from Town to Contractor for such interest. This prohibition, however, shall not be construed as a prohibition on Contractor from claiming and collecting interest from Town whenever Contractor is otherwise entitled to claim and collect said interest.

In accordance with Virginia Code Section 2.2-4354(4), Contractor shall include in any and all subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements as exist between Contractor and its Subcontractors with respect to each lower-tier Contractor.

In accordance with Virginia Code Section 2.2-4311, during the performance of this Contract, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin 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 the nondiscrimination clause.
2. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that such Contractor is an equal opportunity employer. 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 paragraph.
3. Contractor shall include the provisions of the foregoing subsections (1) and (2) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Contractor or vendor.

In accordance with Virginia Code Section 2.2-4312, during the performance of the Contract, Contractor agrees as follows:

1. Contractor shall provide a 'drug-free' workplace for its employees.
2. Contractor shall 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
4. Contractor shall include the provisions of the foregoing subsections (1), (2), and (3) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Contractor or vendor.

TERMINATION FOR CONVENIENCE OF THE TOWN

The parties agree that the Town may terminate this Contract or any work or delivery required hereunder from time-to-time either in whole or in part, whenever the Town Manager/Contract Administrator, with the concurrence of the Town Council, shall determine that conditions outside of the control of the Town exist, such as legal, budgetary, or regulatory directives, or otherwise, for which no practical remedy exists, for good cause that such termination is in the best interest of the Town. Termination, in whole or in part, shall be effected by delivery to and receipt by Contractor of a Notice of Termination signed by the Town Manager/Contract Administrator or designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any Subcontractors except as may be necessary to perform any portion of the Contract not subject to the Notice;
3. Terminate all Subcontractors except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination; and
5. Use its best efforts to mitigate any damages, which may be sustained as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless an extension is granted by the Town Manager/Contract Administrator.

The Town shall pay reasonable costs of termination, including a reasonable amount for services delivered or completed and the fair market value of all services and/or equipment purchased by Contractor and installed by the Town. Fair market value shall be determined by an appraisal by a competent neutral appraiser, selected by the Town and approved by Contractor, whose approval will not be unreasonably withheld, conditioned, or delayed. The Town shall not pay for any lost profits, or for the value of the customer database.

The Contractor shall include similar termination for convenience provisions in any subcontracts and make reasonable efforts to mitigate damages which may be suffered as a result of termination for convenience. Failure to include such provisions shall bar the Contractor from any recovery from the Town whatsoever of loss or damage sustained by a Subcontractor as a consequence of termination for convenience.

TERMINATION FOR DEFAULT

Notwithstanding anything to the contrary herein, this Contract may be terminated upon the failure of the Contractor to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Contract. In such event, the Town may give notice to the Contractor to cease work until the cause for such order has been eliminated; Should the Contractor fail to make progress toward correcting such default within five business days after receipt of notification, the Town may terminate this Contract. This provision shall not limit the Town in exercising any other rights or remedies it may have.

TERMINATION FOR NON-APPROPRIATION OF FUNDS

If funds are not appropriated for purposes of this Contract for any succeeding fiscal year subsequent to the one in which this Contract is entered into, then the Town may terminate this Contract upon thirty (30) days with prior written notice to the Contractor. Should termination be accomplished in accordance with this paragraph, the Town shall be liable only for payments due through the date of termination.

INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, and volunteers from any and all claims, judgments, losses, damages, payments, costs, fines and or fees levied against the Town and expenses of every nature and description, including attorney's fees, arising out of or resulting from the lack of performance or the negligent performance of work as described in any agreement that results from this Contract. Further, if any recipient of a contract subcontracts for work, they will enter into a contract with such Subcontractor(s) which indemnifies, defends, and holds harmless the Town and its officers, agents, employees and community representatives, from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this Contract.

The Town, to the extent permitted by law, shall indemnify, defend, and hold harmless the Contractor and its officers, directors, agents, employees, representatives, and Subcontractors from any and all claims, judgments, losses, damages, payments, costs and expenses of every nature and description, including attorneys' fees, arising out of or resulting from the negligent performance or willful misconduct of any Town officers, agents, employees, community representatives, volunteers, or Subcontractors related to any work performed by such Town officers, agents, employees, community representatives, volunteers, or Subcontractors related to any agreement that results from this Contract.

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 a form acceptable to the Town Attorney, in the amount of One Hundred Percent (100%) of the Total annual contract price from a surety company duly authorized to do business in the Commonwealth of Virginia and conditioned on the faithful performance of this contract and

the indemnification of the Town against all losses by reason of Contractor's negligence, willful misconduct, nonfulfillment or 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.

EXAMINATION OF RECORDS

The Contractor agrees that the Town or any duly authorized representative shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract, on reasonable notice and at reasonable times, which records the Town will keep confidential, except as legally required.

The Contractor further agrees to include in any subcontract for more than ten thousand dollars (\$10,000) entered into as a result of this Contract, a provision to the effect that the Subcontractor agrees that the Town or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such Subcontractor involved in transactions related to such subcontract, or this Contract (in each case subject to confidentiality as noted above). The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

DISPUTES

The Contractor may submit disputes with respect to this Contract to be decided within fifteen (15) days from submission by the hearing officer designated by the Town Manager/Contract Administrator, who shall be responsible for an administrative appeals procedure for hearing protests filed pursuant to Section 2.2-4365 of the Code of Virginia as amended, and who shall reduce his decision to writing, and mail or otherwise furnish a copy thereof to the Contractor. The pendency of any dispute shall not excuse the Contractor from performance under this Contract or any change order issued under it.

ETHICS IN PUBLIC CONTRACTING

Contractor hereby certifies that it has familiarized itself with Article 6 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377 of the Code of Virginia (1950) as amended, and that all amounts received or disbursed by it, pursuant to this procurement, are proper and in accordance therewith.

INTEGRATION CLAUSE

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods, insurance or services described herein.

NON-DISCRIMINATION

The Town of Dumfries does not discriminate against faith-based organizations on the basis of the organization's religious character, nor impose conditions that restrict the religious character of the faith-based organization, except as permitted by Virginia Code Section 2.2-4343.1 F., or that impair, diminish, or discourage the exercise of religious freedom by the recipients of goods, services, or disbursements by the Town.

PROJECT CONTROL AND REPORTS

The Contractor's project manager will meet as needed with the Town's project manager for the purpose of reviewing progress and providing necessary guidance in solving problems that arise.

OWNERSHIP AND USE OF DOCUMENTS

The Contractor shall retain all of its records and supporting documentation relating to the Contract for three years, except that in the event the Contractor goes out of business during that period, it will turn over to the Town all of its records relating to the project. The Town shall have the right to use, sell, or give away these records in its sole discretion.

NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

For the Town:

Richard West
Director of Public Works Town
of Dumfries
17755 Main Street,
Dumfries, Virginia 22026

For the Contractor:

MISCELLANEOUS

The Contractor agrees to comply with all provisions of this Contract, including without limitation all insurance requirements.

The Contractor shall be responsible for complying with any applicable Federal, state and municipal laws, codes and regulations that may be required under this Contract.

The Contractor and all Subcontractors and Sub-Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.

No portion of the work associated with this Contract may be subcontracted without the prior written approval by the Town or duly authorized agent of the Town. The Town recognizes that it may be in the best interest of the Contractor to subcontract some or all parts of the work of the Contract described herein; however, the Contractor shall be held responsible by the Town for the quality, delivery, and all terms and conditions of the Contract.

SET-OFF

In the event that Contractor shall owe an obligation of any type whatsoever to the Town at any time during the term hereof or after termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed by the Contractor against any compensation due the Contractor from the Town.

GOVERNING LAW

This Contract and all documents referred to herein shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any dispute arising out of the performance or non-performance of any obligation created by this Contract and all documents referred to herein shall be resolved in state court in Prince William County in the Commonwealth of Virginia unless otherwise agreed upon and evidenced in writing by all parties.

AT A REGULAR MEETING OF THE DUMFRIES TOWN COUNCIL HELD ON TUESDAY, _____, 2015, IN COUNCIL CHAMBERS, 17755 MAIN STREET, DUMFRIES, VIRGINIA: ON A MOTION DULY MADE BY _____, AND SECONDED BY _____, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Charles C. Brewer, ___;
Gerald M. Foreman, II, ___;
William Murphy, ___;
Helen D. Reynolds, ___;
Willie J. Toney, ___;
Gwen P. Washington, ___;
Derrick R. Wood, ___;

RESOLUTION TO AUTHORIZE A CONTRACT FOR RECYCLING, COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE WITHIN THE TOWN OF DUMFRIES

WHEREAS, the Town of Dumfries (“Town”) Code Section 2-83 (13) states the Town Manager cannot approve or execute contracts that involve a sum greater than \$5,000; and

WHEREAS, in Section B (II) of the purchasing policy the authority to sign purchase orders over \$10,000 is vested with council and delegated to the Mayor after council approval; and

WHEREAS, the Public Works Department is the Administrator of the Recycling, Collection and Disposal of the Residential Solid Waste Contract; and

WHEREAS, the total expenditure for the Contract shall be in the amount of \$ _____ and

WHEREAS, the current Contract expires on June 30, 2015 and a new three year term contract with three one year options to extend; and

WHEREAS, the Town of Dumfries agrees to enter into this contract in the amount of \$_____.___; and

WHEREAS, funding is available in the FY 16 Budget for this expenditure.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Dumfries does hereby authorize the Mayor to sign the Contract agreeing to the total of \$_____.___.

By Order of Council:

Gerald M. Foreman, Mayor

Attest:

Dawn Hobgood, Town Clerk

Resolution Number R-2015-

INSURANCE CHECKLIST

Unless otherwise agreed with the Town; the minimum limits of the Contractor's Liability coverage shall be as follows:

A. Workers' Compensation

- | | |
|---|---------------|
| 1. State | Statutory |
| 2. Applicable Federal | Statutory |
| 3. Employer's Liability | \$1,000,000 |
| 4. Benefits Required by Union Labor Contractors | As Applicable |

B. Comprehensive General Liability (including Contractor's Protective: Products and Completed Operations; Broad Form Property Damage): (Required)

- | | |
|---|---|
| 1. Bodily Injury:
\$2,000,000
\$2,000,000 | Each Occurrence
Aggregate, Products
& Complete Operations |
| 2. Property Damage
\$2,000,000
\$2,000,000 | Each Occurrence
Aggregate |
| 3. Products and Completed Operations Insurance will be maintained for a minimum period of one (1) year after completion of construction, and PSB will continue to provide evidence of such coverage to the Town for an annual basis during the aforementioned period. | |
| 4. Contractual Liability (Hold Harmless Coverage): | |
| Bodily Injury
\$2,000,000 | Each Occurrence |
| Property Damage
\$2,000,000
\$2,000,000 | Each Occurrence Aggregate |
| 5. Personal Injury
\$2,000,000 | Aggregate |

C. Comprehensive Automobile Liability (Owned, Non-Owned, Hired)

- | | |
|---|------------------------|
| <p>1. Bodily Injury
 \$3,000,000
 \$3,000,000</p> | <p>Each Occurrence</p> |
| <p>2. Property Damage
 \$3,000,000</p> | <p>Each Occurrence</p> |

D. Other Instructions

The Town requires evidence of coverage be given to the Town in the form of a certificate of insurance and the "endeavor to" wording of the certificate of insurance needs to be deleted thereby obligating the agent and insurer to notify you in the event coverage is cancelled or non-renewed.

The Town requires that it be listed as an additional insured for purposes of the Contract being entered into with the Contractor for general liability. This additional insured status should be shown on an endorsement issued by the insurance company. The Town will not accept a notation on the certificate of insurance under the general liability insurance.

All policies should be written by insurers licensed to conduct business in the Commonwealth of Virginia and shall have an A.M. Best & Company financial rating of A- or better

This insurance checklist is subject to the provisions of this Contract.

Town of Dumfries
Solid Waste Collection Services
Contract 1207-10-SWC
ATTACHMENT "A"

1. DEFINITIONS:

ADDRESSES – The legal address assigned to properties within the boundaries of the Town of Dumfries.

BULK ITEM - All types of household debris, ~~electronic devices, television sets, computers, printers,~~ refrigerators, washers, ~~dryers,~~ dishwashers, other appliances, couches, beds, ~~and other trash.~~, This Contract excludes motor vehicles and hazardous waste and/or materials.

BUNDLE - Yard and garden trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length and two (2) feet in diameter or fifty (50) pounds in weight.

COMPLAINTS – Issues which may arise between the Contractor the Town and/or Service Units concerning the implementation and acts noted within this Agreement.

CONSTRUCTION DEBRIS - Waste building materials resulting from residential construction, remodeling, repair, or demolition operations.

CONTAINERS – Vessels used to hold recyclables and containers used to hold materials for disposal. All containers are the property of the Contractor.

CUSTOMER – Is a resident of the Town who uses the services provided within this Contract.

CUSTOMER SERVICE – The Contractor will be responsible for handling all customer issues arising from the services. The Contract Administrator only becomes involved if dispute arises between the Customer and Contractor.

DWELLING, SINGLE FAMILY DETACHED - A detached dwelling designed for occupancy by one (1) family.

GARBAGE - Discarded food, animal or vegetable wastes resulting from the handling, preparation, cooling, serving or consumption of food, including food containers.

HAZARDOUS/INFECTIOUS/TOXIC WASTE OR SUBSTANCE - Waste designated as hazardous, infectious, or toxic by the applicable federal, state, or local laws and regulations.

HOLIDAYS – Days of the year designated by Federal, State, or Local officials as days of recognition for some event.

INCLEMENT WEATHER – Weather related conditions causing delays by Mother Nature through no fault of the Contractor.

MUNICIPAL LOCATIONS - Municipal government collection points.

PROCESSING CENTER - The market for each recyclable material.

NUMBERING SYSTEM – A system for tracking which Containers are provided for which property within the Town.

RECYCLABLE MATERIALS ("RECYCABLES") - Includes newsprint, glass, phone books, magazines, mixed paper, aluminum and bi-metal cans, #1(PETE), #2 (HDPE) plastics, cardboard and other material as agreed upon between Town and Contractor.

RECYCLING COLLECTION SERVICE - Those recycling services to be performed by Contractor set forth herein.

RECYCLING CONTAINERS - A container made of rigid plastic construction to be used by residents to set out their recyclable materials. Recycling containers will be provided by the Contractor and are the property of the Contractor.

REFUSE - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish, or a combination thereof.

RESIDENTIAL UNIT OR SERVICE UNIT - Dwelling - detached, attached, or mobile homes to whom Containers are provided.

RUBBISH - Solid wastes consisting of combustible and non-combustible materials including yard and garden wastes.

TOWNHOUSE - One (1) of a series of three (3) or more dwelling units separated from one another by common party walls without openings.

YARD WASTE - Organic material consisting of dead plants, weeds, Christmas trees, tree or hedge trimmings, grass clippings and leaves but excluding dirt and tree limbs over four (4) inches in diameter and forty-eight (48) inches in length that can be composted and used as fertilizer.

2 GENERAL:

2.1 The Contractor shall provide curbside collection and disposal services of residential refuse and yard waste within the corporate boundaries of the Town of Dumfries. Acceptable refuse shall include, but not limited to, bulk items, i.e. appliances, HVAC units, furniture, electronics including televisions, computers, and printers, and residential construction debris (not to exceed one (1) cubic yard), according to Town Codes. Yard waste collection shall run year round and shall include Christmas tree collection in December- January. Contractor will provide residents a source for disposal of Freon from appliances.

2.2 The Contractor shall provide curbside collection of recyclables. Contractor shall transport the collected recyclable materials, shall be responsible for the sale of such recyclables and shall retain ownership of same from curbside collection to drop off at an approved processing center. Recyclables shall include, but not limited to, all colors of glass, all colors of type #1 (PETE) and #2 (HDPE) plastics, aluminum and other metal beverage and food containers, magazines, telephone books, newsprint and mixed paper, and cardboard cut to fit in recycling bin. The Contractor shall provide refuse containers and recycling container in sizes specified to locations as designated or determined by the Town.

2.3 The Contractor shall distribute fully assembled and functional refuse Containers and curbside recycling Containers to service units prior to beginning of the term of this contract. The number and size of the Containers and recycling Containers to be distributed will be in accordance with the information to be provided by the "Contract Administrator" to the Contractor and the distribution shall be completed by **July 1, 2015**. Contractor is to affix property addresses on the Containers and the recycling Containers through use of a numbered six (6) inch nameplate with four (4) inch numbers which is pop-riveted to the Contractors Containers

2.4 Containers shall have a nominal ANSI load rating of at least 300 pounds must be between 80 and 96 gallons in capacity, must have a working hinged lid, and an empty weight of less than 50 lbs. with 10 inch to 12 inch wheels that are considered typical or standard in the industry.

2.5 Recycling Containers shall be made of high density polyethylene or equivalent light weight strong material with a capacity of between 16 and 21 gallons with integrated handles that are considered typical or standard in the industry.

2.6 All residential units shall have curbside collection of yard waste. All yard waste shall be recycled at a site approved by the Town of Dumfries. The Contractor shall remove those Bulk Items with Freon. Bulk Items can be handled through a "Special Pick-up" arrangement where the Customer arranges for pick-up of these large items. The Contractor shall not be responsible for the collection or disposal of household hazardous waste.

2.7 Christmas trees shall be collected and recycled from December 26th through January 10th of each year.

2.8 Upon notification to the Contractor by the Town and/or a Customer that the residential Disposal or Recycling Container has been stolen the customer will be notified they can file a stolen property report with the Dumfries Police Department. Once a report has been filed by the customer they can provide a Police incident number to the Contractor and obtain another container without additional cost. If a container has been damaged beyond repair through no fault of the Contractor, the Contractor shall deliver a replacement Container to such within three (3) work days at the sole expense of the resident. The Contractor must make the customer aware of the cost to be incurred. A predetermine amount for cost for the types of Containers is to be negotiated

through this contract. The replacement cost will not be incurred by the Town.

2.9 The Contractor shall be responsible for repair and management of all Container(s) to include, but not be limited to, hinged lids, wheels and axles, and numbering nameplates. This is to be accomplished within before the next scheduled pick-up date with proper notification by the Town and/or a Customer of the need of such repairs, the Contractor shall remove the Container for repairs and deliver a replacement Container to the residential unit, or make the needed repair(s) of said Container if such repair(s) can be accomplished and shall be at the expense of the Contractor. The Contractor shall supply the Contract Administrator with a semi-annual inspection schedule for all Containers to verify Containers are maintained in "Good Working Condition". Contractor shall provide up to 15 containers and recycling containers annually to various customers but only one of per property.

3. COLLECTION SCHEDULE:

Collection shall be done on Wednesdays of each week unless Wednesday falls on a Holiday at which case another collection day shall be scheduled, in advance, and agreed upon by the Town of Dumfries at the commencement of this contract. Days of collection may be changed only with the written consent of the Town. Collection hours shall not begin prior to 7:00am and should conclude by 5:00pm. If inclement weather postpones pick up schedule it shall be done the following day. If two (2) a week collection schedule is adopted by the Town the Contractor and Town will mutually agree upon the collection days.

4. PAYMENT SCHEDULE:

Townhouse and Single Family Detached Dwelling: The Contractor shall be paid once monthly based on the per unit price. The units shall be based on the previous month's units and adjusted monthly. The Public Works Department of the Town shall determine the total units within the Town on a monthly basis and report the information to the Contractor by the tenth of each month for invoice preparation. Contractor shall be paid within 30 days of receipt of an approved invoice.

Dumpsters: Contractor shall supply the required size and number of dumpsters and/or Containers required at Town owned facilities. Dumpsters and/or Containers at all Town owned facilities shall be emptied one (1) time per week at No Charge.

5. INCREASED REGULATORY COSTS AT THE LANDFILL:

The parties recognize that future changes in federal or state law may cause an increase in the cost of operating or maintaining the Landfill during the life of the Contract. Such costs may include additional fees, taxes, tariffs or other regulatory costs that arise directly as a result of changes in state or federal law after the date of full execution of this Contract. Such costs may be added to the disposal portion of the monthly per unit price only if such costs can be clearly quantified and allocated. Additionally, all such increased costs must be specifically reviewed and approved by the Town of Dumfries through the Mayor and Town Council. The Contractor shall provide the Town prior written notice of any potential increases at least thirty (45)

days prior to the effective date of such increase. If Contractor fails to provide said written notice, the Town will not be responsible for the asked increase.

6. DISPOSAL LOCATION:

All refuse collected by the Contractor shall be disposed of at a site acceptable to the Town. The Town expressly reserves the right to choose the landfill disposal site for the Contractor. All recycling materials shall be disposed of at an approved Material Recovery Facility (MRF). The Contract price may be adjusted if any change in the disposal location because additional expenses to the Contractor. Contractor must justify these increases in writing. Additionally, all such increased costs must be specifically reviewed and approved by the Town of Dumfries through the Mayor and Town Council. The Contractor shall provide the Town prior written notice of any potential increases at least one hundred-eighty (180) days prior to the effective date of such increase.

7. INSPECTION:

All services to be performed under this Contract shall be subject to inspection and approval by the Contract Administrator or his designee. The Contractor shall routinely monitor its employee's performance for compliance with Contract requirements. The Contractor shall at all times enforce strict discipline and good order among their employees. The Contractor shall not employ any person not reasonably proficient in the work assigned.

8. COLLECTION PROCEDURES:

8.1 Handling of Refuse/Recycling Yard Waste Containers: Rigid containers, including cans, recycling bins and plastic containers, shall be carefully handled by the Contractor and shall be thoroughly emptied and left back at the curbside, i.e. on Town easements or curbside, but not on the street, standing upright, either end up with the Container cover in close proximity to the Container in cases of detached lids. All Containers shall be returned to the curbside standing upright. Trash and debris dropped, or blow about by the wind, while emptying containers shall be picked up by Contractors personnel.

8.2 Damage to Property: The Contractor shall be responsible for any damage to private or public Property caused by the negligence of the Contractor's employees during the 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. If the Contractor fails to repair, restore or replace such damaged property within three (3) 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. Such deductions, once made, will not be Returned or reimbursed to the Contractor.

8.3 Interruption of Service: The Contractor shall not interrupt the regular schedule and quality of service due to street repairs or closures. If the Contractor is unable to provide

scheduled refuse collection service due to street closures or repairs, the Contractor will make arrangements to collect the refuse within twenty-four hours of the street reopening. Rather: In case of heavy snow storms or other severe inclement weather which makes collection impossible or impracticable, the collection of refuse may be temporarily suspended only if authorized by the Contract Administrator or his designee. When refuse collections has been suspended due to inclement weather, the Contractor will coordinate with the Public Works Director within **24 hours** to determine when any missed collection will be made up. The Town will pay for contract services when service is suspended as long as collection is made in a timely manner, **within 48 hours**.

8.4 Supervision: The Contractor shall provide fulltime field supervision by a qualified supervisor. This supervisor shall be available by radio, cellular phone or pager to respond to inquiries and complaints during normal working hours. The supervisor shall respond to inquiries or complaints within one hour of notification. The supervisor will be responsible for monitoring work performed by the Contractor on the routes assigned, ensuring full compliance with the Provisions of this Contract and the Town Code.

9. Improper Refuse and Recycling Preparation: The Town will include in its quarterly newsletter; **"The Charter"**, written Instructions regarding Town refuse preparation requirements. The Town will provide a copy of each newsletter to the Contractor.

10. Vehicles: Collection and disposal of residential refuse shall be made in enclosed, watertight packer-type collection vehicles. These vehicles shall be clean and properly identified. All collection vehicles shall be in compliance with any applicable Federal, State, and Municipal laws, codes and regulations. Recycling vehicles shall be the standard type used by the industry for collection of such materials also clean and properly identified. The Contractor shall maintain and operate a sufficient number of clean and serviceable vehicles needed to perform the required collection service on each collection day. Sufficient spare collection vehicles and repair parts shall be maintained by the Contractor to replace any vehicles out of service. The Town shall have the right to inspect equipment and any business records (including equipment inheritance records) related to the performance of this Contract at all reasonable times and to require the Contractor to provide equipment conforming to the specifications of this Contract needed to perform the collection service. Each truck shall have a broom and dust pan for cleaning up road spills. All refuse collection vehicles shall be maintained in a clean and sanitary condition. All collection vehicles used in the servicing of this Contract shall be painted the same color. The Town shall have the option to perform a complete inspection of the general mechanical safety condition of all vehicles at reasonable times during the term of the Contract. All collection vehicles shall comply at all times with the inspection regulations of the Division of Motor Vehicles of the Commonwealth of Virginia.

11. COMMUNICATIONS: The Contractor shall provide means of communications to vehicles of the Contractor's supervisory personnel, so as to provide communications between the Town and those of the Contractor: The Contractor shall provide a cell phone, radio, or equivalent equipment that provides direct contact with the route supervisors to

the Town. The Contractor shall call the Town each day prior to the completion of that day's work to check any service calls or report any difficulties encountered on the route.

12. COLLECTION EMPLOYEE BEHAVIOR: 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 and profane language at all times during performance of their duties. 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 Town reserves the unilateral right to require immediate removal from Contract participation any service employee of the Contractor who fails to meet these standards.

12.1 Training: All employees involved in the performance of the Contract, including drivers and helpers, shall receive adequate training before their starting date of service under this Contract on the specific routes to which they will be assigned in order to learn the route layouts previously established and approved, and to eliminate delays and missed Containers when actual collection service begins. If collection of a route must be interrupted to transport a full load to the designated disposal site, each truck driver shall be instructed to recommend service at the proper point so as to ensure complete service of all accounts of the route.

12.2 Uniforms: The Contractor shall furnish each person involved in the on-route performance of the Contract with a uniform, approved in advanced by the Town, identifying the person as an employee of the Contractor. The uniform need not be a complete set of clothing but shall be sufficient to insure easy identification. Employees of the Contractor shall wear such uniforms at all times while on duty.

12.3 Safety: The Contractor shall comply with and ensure that the Contractor's personnel and subcontracted personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health including, by way-of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for General Industry. The Contractor shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and materials to safely accomplish the work specified to be performed by the Contractor and Subcontractor(s).

12.4 Qualified Work Force: A fully qualified work force with a sufficient number of workers to perform all required services shall be maintained throughout the period of this Contract. These workers shall be thoroughly instructed by their supervisors prior to performing any work under the Contract as to required duties and standards of performance. All personnel shall receive close and continuing supervision and shall maintain a courteous and respectful attitude toward the public at all times.

12.5 All drivers of commercial vehicles: shall possess an appropriate Commercial driver's license in accordance with state law, as well as comply with any

other requirements specific to the vehicle being operated.

13. FAILURE TO PERFORM: Missed Collections: In the event that Containers or Dumpsters are missing during the collection of the route, the Contractor shall collect the refuse the same day (if the Contractor is notified by 2:00pm) or shall collect the refuse from the missed Containers by 5pm the following day for any misses notified after 2pm the previous day. Notification can consist of e-mail, facsimile, or by telephone. If the Contractor thus collects the Containers, after he is notified or received a complaint, such a "miss" will not be subject to the remedy described in subparagraph 13.1 below. It is the Contractor's responsibility to provide a system, approved by the Town, for reporting these failures by the residential units. If the Contract Administrator or their designees must field complaints with no resolution the Town may implement remedy per Item 13.2.

13.1 Town May Perform if Contractor Fails: If the Contractor fails to collect refuse/recycling/yard waste from the missed Containers or routes as specified in 13, the Town shall charge Fifty (\$50) dollars per missed residential Containers to the Contractor by deducting such costs from the Contractor's monthly payment.

13.2 If the Contractor fails to collect: Containers on a repeated basis for two or more times per month, the Town shall assess fifty (\$50) dollars for each unit missed by deducting such costs from the Contractor's monthly payment.

14. LIQUIDATED DAMAGES: Collection points shall be left clean and free of spills or blown debris, trash and other refuse after refuse is collected by the Contractor. Care shall be taken in the loading and transportation of refuse so that no refuse is scattered or spilled on private or public property. Any refuse so spilled shall be immediately picked up and removed by the Contractor. Each event of failure to pick up spilled refuse within 8 hours after notification will result in the assessment of fifty (\$50) dollars liquidated damages per occurrence. The Town shall deduct such costs from the Contractor's monthly payment.

15. CONTRACT CANCELLATION: After three consecutive monthly deductions for failure to perform, the Town may terminate this Contract by sending written notice to the designated Contract Administrator.

16. CONTRACTOR'S OFFICE/ADMINISTRATOR: The Contractor must provide and maintain an office in the Washington Metropolitan area and shall notify the Town of its location. The Contractor shall have a local telephone or metro number to handle complaint calls, and provide the Town's Contract Administrator with a cell phone or equivalent method of communications for direct contact. The Contractor's office shall be staffed by the Contractor with competent and responsible persons and shall be open during regular working days between 8:00am and 4:30pm.

The Contractor shall designate an Administrator to receive all written notices and other communications as well as be responsible for all day to day administrative matters within seven (7) days of full execution of this Contract.

17. RECORDS AND REPORTS: Contractor shall maintain its books and records related to the performance of recycling and waste collection and transportation services under this Contract in accordance with the following minimum requirements:

17.1 Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures, or disbursements borne by the Town for minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor.

17.2 Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of three (3) years, or for any longer period required by law, from the date of termination of completion of this Contract.

17.3 Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time, during regular business hours, upon written request by the Contract Administrator or his designee at Contractor's address indicated for receipt of notices in this Contract.

17.4 Contractor shall provide monthly project reports and a yearly contract term summary report to the Town designated representative during the contract period, to be due within seven (7) working days and 30 working days, respectively, of the end of the previous month or twelve month period. At a minimum, each report shall include:

- Summaries of the tonnages or volumes of materials collected, by type
- Summaries of the tonnages and buyers of all materials sold, by type
- Route participation rates in terms of weekly set out counts by collection area and estimated program participation.
- A discussion of program progress and problems and measures taken to resolve problems and increase efficiency and household participation.
- A discussion of public education activities and their impact on participation and recovered volumes.
- Recommendations for program revisions.

18. **NOTICE:** Any notice, desired or necessary hereunder, shall be given in writing by both facsimile transmission and by certified mail, return receipt requested. Such notice shall be effective on the second business day following mailing. Notices to parties hereto shall be to the address stated below or such successor Address as may be specified by notice hereunder. The addresses are as follows:

If to owner: Daniel Taber
Town Manager- The Town of Dumfries, VA
17755 Main Street
Dumfries, VA 22026

Richard West
Director of Public Works- The Town of Dumfries, VA
17755 Main Street
Dumfries, VA 22026

With copy to: Olaun Simmons, Esquire
Town Attorney- The Town of Dumfries, VA
17755 Main Street
Dumfries, VA 22026

If to Contractor:

19. **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 bid price from a financial institution duly authorized to do business in the Commonwealth of Virginia and conditioned on the faithful performance of this contract and the indemnification of the Town against all losses by reason of Contractor's negligence, willful misconduct, Non-performance 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.