

**REQUEST FOR PROPOSALS
GARBAGE AND REFUSE COLLECTION/DISPOSAL AND CURBSIDE RECYCLING
COLLECTION SERVICE
TOWN OF BERRYVILLE, VIRGINIA**

Issue Date: May 7, 2020

RFP# 2020-04

Title: Garbage and Refuse Collection/Disposal and Residential Curbside Recycling Collection Service (hereafter referred to as "Refuse and Recycling Services").

Where Work Will Be Performed: Within the Corporate Limits of the Town of Berryville

Period of Contract: Beginning January 1, 2021 Through June 30, 2023, with the option of seven (7) one (1) year renewals.

OFFERORS MUST COMPLETE AND RETURN THIS COVER SHEET WITH PROPOSALS. Sealed proposals will be received until **11:00 a.m.** (EST) on **Friday, May 29, 2020**. The proposal must be clearly labeled **"Refuse and Recycling Services #2020-04"**.

PROPOSALS MUST EITHER BE MAILED OR HAND DELIVERED TO:

Greg Jacobs, Director of Finance/Treasurer
Town of Berryville
101 Chalmers Court, Suite A
Berryville, VA 22611

All inquiries must be directed to Karen Johnson at kjohnson@berryvilleva.gov.

In compliance with this Request For Proposals (RFP) and all conditions imposed herein, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm:

_____	Authorized
_____	Signature: _____
_____	Print
_____	Name: _____
_____	Title: _____
_____	Date: _____
_____	Telephone: () _____
_____	Fax: () _____

PREPROPOSAL CONFERENCE: An optional preproposal conference will be held virtually on May 13, 2020. Contact Karen Johnson at kjohnson@berryvilleva.gov by 12:00 p.m. (EST) on May 11, 2020 to register.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

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I. Introduction to Request for Proposal

A. Overview of the Request for Proposal

The intent and purpose of this Request for Proposals (hereafter referred to as “RFP”) issued by the Town of Berryville, Virginia (hereafter referred to as “Town”) is to solicit sealed proposals to establish a contract through competitive negotiation from qualified companies to provide Garbage and Refuse Collection/Disposal and Residential Curbside Recycling Collection Service (hereafter referred to as “Refuse and Recycling Services”).

This RFP and any addenda are available on the State’s Procurement site, eVA, eva.virginia.gov and on the Town website at berryvilleva.gov/2211/Bid-Procurement-Opportunities. To receive a printed or electronic copy of this document or any technical assistance, please contact Karen Johnson at kjohnson@berryvilleva.gov.

B. Statement of Goals

It is the intent of the Town to provide Refuse and Recycling Services with the following goals in mind:

1. Provide high-quality Refuse and Recycling Services at a reasonable cost;
2. Maximize to the fullest extent possible, the recovery of recyclables from the residential waste stream;
3. Encourage efficiency in garbage and refuse collection and disposal; and
4. Educate residents about recycling services and waste diversion, so as to reduce waste generation and increase diversion rates.

C. Contract Term

The Contract Term shall be from January 1, 2021 through June 30, 2023. The Town reserves the right to renew the contract for seven (7) additional one (1) year periods. This contract may be renewed at the expiration of its term by agreement of both parties. Contract renewals must be authorized by the Town Council and coordinated through the Town Manager.

II. Background Information and Current Service

This section describes some of the Town’s current refuse and recycling services, which are provided by the Town’s contractor. Offerors should carefully review the Statement of Needs of this RFP to determine the scope of services envisioned under the new contract. Offerors may use the data presented in this section for purposes of estimating the level of effort required in providing services under the new contract; these are the current estimates only and do not represent any guarantee of future service levels.

General. The Town is responsible for collection of garbage and refuse from approximately 1626 “curbside customers”. These customers include townhomes, single-family homes, designated commercial properties, and designated residential multi-family properties throughout the corporate Town limits. All other commercial and industrial businesses contract for private collection and are not covered under this RFP.

Current Collection Method – Curbside Garbage and Refuse. Currently the Town has a contract with Republic Services for curbside garbage and refuse collection.

- Tuesday: Collection from all street litter receptacles within the Town, designated residential multi-family properties, and designated commercial properties approved by the Town Manager for twice-weekly collection;
- Thursday: Collection from all residential properties, situated east of the centerline of Buckmarsh Street (Route 340); and
- Friday: Collection from all street litter receptacles within the Town, designated commercial properties approved by the Town Manager, and all residential properties situated west of the centerline of Buckmarsh Street (Route 340).

All curbside customers have been provided contractor-owned 96-gallon toters.

Current Collection Method – Curbside Recycling. Currently the Town has a contract with Republic Services for curbside recycling collection. Collection takes place for customers every week and coincides with their respective trash collection day. Each customer currently uses either a 16-gallon bin provided by the contractor, provides their own clearly marked recycling bin, or has a 96-gallon toter provided by the contractor.

Current Collection Method – Bulk/Large Item and Appliance Collection. Currently the Town has a contract with Republic Services for bulk/large item and appliance collection. Collection is scheduled and takes place on Wednesdays for customers that request a pick up.

III. Statement of Needs

All applicable provisions of Chapter 8 of the Code of the Town of Berryville, policies adopted by the Town Council, and procedures approved by the Town Manager, shall apply to the contract.

A. Definitions

The term "*garbage and refuse*" shall include, but not be limited to, trash, rubbish, food wastes, household wastes consisting of non-hazardous materials, furniture, bed springs and mattresses, toys, porcelain, and carpeting (bundled and tied not to exceed three (3) square feet cross-sectional area per bundle). It shall also include water heaters, ranges, dishwashers, clothes washers and dryers, refrigerators, air conditioners, computers, televisions, and other household appliances or similar items for which alternative arrangements for collection and disposal separate from, but in conjunction with, regularly scheduled collection and disposal of garbage and refuse may be necessary. The term "garbage and refuse" shall not include any hazardous materials not acceptable at the Frederick-Winchester-Clarke Regional Landfill (other than household appliances as addressed herein), construction materials or other contractor materials, and yard wastes disposed by a private contractor in a residential area, or any other materials as prohibited pursuant to Chapter 8, Section 8-24 of the Town Code, policies adopted by the Town Council, and procedures approved by the Town Manager.

The word "*Town*", when used in this solicitation to designate territory to be served by the contractor, shall mean and include all of the territory lying within the municipal boundaries of the Town of Berryville, Virginia, as they presently exist and as they may be adjusted in the future.

The word "*Toter*" when used in this solicitation, as defined herein, but not solely limited to, a residential curbside heavy duty can, intended for garbage, refuse, and/or recycling, standardized wheeled container/cart with a molded-in axle and attached lid. The toter shall be compatible with automated or semi-automated collection waste truck lifters.

The word "*Bin*" when used in this solicitation, is a container used to hold recyclables. May or may not have a lid.

The word “*Cart*” when used in this solicitation, a residential curbside heavy duty can, intended for recycling, standardized wheeled container/cart with a molded-in axle and attached lid. The cart shall be compatible with automated or semi-automated collection waste truck lifters.

Commingled recyclables: Specified recyclable materials that are separated from general garbage and refuse and placed in a single bin or cart at the curb.

Commingled Mixed Paper: Specific recyclable paper materials that are separated from general garbage and other recyclables and placed in single bin, cart, or toter at the curb. Acceptable paper materials include: phone books, white paperboard, brown paper-board, white and colored paper, soft cover booklets, magazines (no perfumes), manilla (non-padded) envelopes, and folders. Materials that are not acceptable include: wax-coated paper, plastic-coated paper, plastic covers, spiral binders, and materials contaminated with food.

Contaminants: Any solid or liquid wastes or materials that are not acceptable for recycling and which may render the recyclables hazardous or not marketable. Contaminants shall include, but not necessarily limited to, glass containers; ceramics or mirror glass; window glass; drinking glasses; heat resistant oven ware; garden pesticides; used motor oil; metal cans which contained any petroleum-based product; paint cans, or any containers in which an excessive amount of food residue remains.

Contract Administrator: The Town Manager or designee to manage the contractual services defined in the contract.

Participation Rates: The percentage of household in the Town that set out recyclables for collection and the percentage by weight of materials collected vs. materials available.

Recovered Material: Material which has been diverted from the solid waste stream for recycling.

Recyclable Materials: Those commodities which are to be collected by the contractor pursuant to the contract documents. Unless otherwise negotiated and stated in the contract, such materials shall include cardboard; newspaper; aluminum and bi-metal cans; and PET and HDEP plastic containers.

Residential Unit: All single-family, duplex, or townhouse dwelling units, and designated multi-family residential complexes approved by Town Manager, which receive curbside garbage and refuse collection service.

Set-Out: A residential or commercial property placing recyclable materials at the curbside in designated and specified bin, cart, or toter.

As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

B. Equipment

The contractor shall provide the necessary equipment in order to fulfill the contract obligations herein stated and shall conform to and be maintained in line with industry standards. The

contractor's equipment shall conform at all times to applicable federal, state and local laws. Contractor is responsible for the financing, acquisition, and/or leasing of the collection equipment. All refuse collection trucks shall be equipped with cart tipper arms. All collection vehicles must be clearly and permanently marked with the name of the contractor. All collection vehicles should be equipped with GPS-tracking. Contractor must maintain sufficient spare collection vehicles and repair parts to replace and/or repair any vehicles out of service so as to eliminate possible interruption of service. The contractor shall operate all vehicles in a safe manner which provides the least obstruction and interruption possible to vehicular and pedestrian traffic. Contractor's equipment shall be operated and maintained in a manner that prevents the release of liquids from garbage and refuse onto streets during collection.

Contractor shall procure and distribute, at contractor's expense, approved toter(s), bin(s), and/or cart(s), at the inception of the contract, for each designated property to be served as determined by the Town Manager. Exact location and quantities of toter(s), cart(s) and/or bin(s) provided shall be documented, and reported in writing to the Town Customer Service professional (hereafter referred to as "customer service" at customerservice@berryvilleva.gov and the Town Manager at townmanager@berryvilleva.gov. If the contract is awarded to the current Contractor, collection of and reissue, of toter(s), cart(s) and/or bin(s) will not be required. However, a thorough inventory, to include exact location and quantity, of toters and bins shall be completed, documented, and reported in writing to the customer service at customerservice@berryvilleva.gov and the Town Manager at townmanager@berryvilleva.gov.

C. Quantities/Properties Served

The number of properties to be served shall be determined by the Town Manager.

The following estimated number of properties to be provided service as of May 2020 is as follows:

- Residential Properties - 1495
- Once-weekly Designated Commercial Properties - 84
- Twice-weekly Designated Commercial Properties - 16
- Town Street Litter Receptacles - 10
- Churches - 7

Properties to be served at the beginning of the contract term will be updated and provided to the successful bidder before August 14, 2020.

Base bid shall be based on the number of units served (see above) in combination with the number of toters (refuse) and bins/carts (recycling) issued at no not cost to residents and businesses (see Garbage and Refuse, Recyclables, and Yard Waste Policy Appendix 2 - attachment A). Additional toters and bins/carts that are issued and serviced will be billed, on a per unit cost basis, to the Town.

Upon notification to the contractor by the Town Manager, the contractor shall begin refuse and recycling services for newly incorporated areas of the Town and for the owners or occupants of new residential or designated and approved commercial properties immediately upon their occupancy throughout the term of the contract. No other adjustments in the number of properties will be made except at the intervals provided herein.

The Town Manager shall report to the contractor, with new accountings of the number of quantities/properties served as of May 1, 2021 and every twelve (12) months thereafter.

D. Service

1. *Garbage and Refuse Collection/Disposal*

Provide curbside collection and disposal of garbage and refuse within the corporate limits of the Town.

Collection: Garbage and refuse shall be collected by the contractor two (2) times per week from designated commercial properties and one (1) time per week from residential properties and designated commercial properties not approved for twice-weekly commercial collection in accordance with the schedule and route approved by the Town Manager:

- Tuesday: Collection from all street litter receptacles within the Town, designated residential multi-family properties, and designated commercial properties approved by the Town Manager for twice-weekly collection;
- Thursday: Collection from all residential properties, situated east of the centerline of Buckmarsh Street (Route 340); and
- Friday: Collection from all street litter receptacles within the Town, designated commercial properties approved by the Town Manager, and all residential properties situated west of the centerline of Buckmarsh Street (Route 340).

No garbage and refuse collection shall be scheduled for Sunday or the following holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving and Christmas. An annual holiday schedule for the first year is due within fifteen days of the contract award, and no later than June 1st of each contract year.

When weather conditions, mechanical failure, landfill closures, etc. prevent the collection of garbage and refuse or when a regularly scheduled day falls on a holiday specified above, collection will be made on the next day. In the event a scheduled collection cannot occur because of weather conditions, mechanical failure, landfill closures, etc., the contractor must notify the Town Manager by 7:00 a.m. (EST), and each event shall be documented and written communication sent to the customer service at customerservice@berryvilleva.gov and the Town Manager at townmanager@berryvilleva.gov as soon as practicable.

No collection of garbage and refuse in residential districts shall begin before 7:00 a.m. (EST) or continue after 6:00 p.m. (EST) without prior approval from the Town Manager.

No collection of garbage and refuse from designated commercial properties shall begin before 7:00 a.m. (EST) or continue after 11:00 a.m. (EST) without prior approval from the Town Manager.

The contractor shall collect and dispose of all garbage and refuse placed at the curbside when placed there in accord with the provisions of Chapter 8 of the Town Code, policies adopted by the Town Council, and procedures approved by the Town Manager. Garbage and refuse totes must be placed by the contractor where originally picked up in an upright position with the lids closed.

Contractor shall procure and distribute, at contractor's expense, approved garbage and refuse toter(s) to each new or additional residential unit added to the collection route pursuant to the terms of the contract. The toter must meet the specifications set forth herein.

Contractor shall empty street litter receptacles and return liner and lid to proper position.

When requested to do so by the Town Manager, the contractor shall collect garbage and refuse at the curb of private streets or driveways within residential developments when individual residential lots do not front on public streets.

When travelling to and from collection routes, vehicles must be covered to protect blowing or falling of materials from the vehicle.

The contractor shall make every effort to prevent spills of garbage and refuse and shall collect and dispose of spilled garbage and refuse within a radius of fifteen (15) feet of the totter. The contractor shall report conditions to the Town Manager as to the storage of garbage and refuse which are found to exist in violation of Chapter 8 of the Town Code, policies adopted by the Town Council, and procedures approved by the Town Manager.

The contractor shall provide immediate notification to the Town Business Office of any items set out for collection which are not in accordance with the provisions of Chapter 8 of the Town Code, policies adopted by the Town Council, and procedures approved by the Town Manager or with terms and provisions set forth herein. Such notifications shall include a description and photograph of the items refused for collection, the reason for such refusal, and the location (street address) of the items refused for collection and sent via email to the customer service at customerservice@berryvilleva.gov and the Town Manager at townmanager@berryvilleva.gov.

The Town Business Office will contact the contractor immediately via email, as directed above, if any stops and/or items set out for collection were missed at the contractor's fault. If a stop or an item has been reported missed, the contractor shall investigate, and if verified, shall arrange for the collection of the missed stop or item within twenty-four (24) hours.

The contractor shall clearly mark, or tag, any garbage and refuse totter found to be defective or in violation of Chapter 8 of the Town Code, policies adopted by the Town Council, and procedures approved by the Town Manager and shall report such action, with its respective address, in writing by email to customer service at customerservice@berryvilleva.gov and the Town Manager at townmanager@berryvilleva.gov within twenty-four (24) hours of such marking or tagging.

Disposal: With the exception of refrigerators, air conditioners, or other household appliances prohibited therefrom, the contractor shall dispose of all garbage and refuse collected from within the Town at the Frederick-Winchester-Clarke Regional Landfill. Landfill charges for all garbage and refuse collected from within the Town shall be billed to and paid directly by the Town under separate agreement between the Town and the Frederick-Winchester-Clarke Regional Landfill.

The contractor shall not assess against the Town any fees or charges in connection with landfill disposal in accordance with the provisions herein and under the terms of the contract.

The contractor shall take each collection vehicle from the Town to the landfill as soon as it is fully loaded and no garbage or refuse shall be transferred from the truck in which it is collected to any other vehicle or place within the Town, or stored within the Town, unless the contractor is specifically authorized to do so by the Town Manager.

The contractor shall be prohibited from mixing or combining loads delivered to the landfill with any materials or collections from outside the corporate limits of the Town, or from any sources within the Town for which the contractor has a separate, private agreement or contract for collection and disposal with the property owner or occupant.

If requested in writing by the Town, proper and alternative disposal of refrigerators, air conditioners and other similar household appliances or items not acceptable at the Frederick-Winchester-Clarke Regional Landfill, shall be the responsibility of the contractor. The unit charge for such separate and alternative collection and disposal shall reflect the total unit cost to the Town for both collection and proper disposal of such items.

Failure of the contractor to comply with the provisions herein prohibiting the mixing of loads from other sources with garbage and refuse collected from within the Town, in accordance with the contract provisions, shall be considered a breach of the contract subject to all forfeiture and penalty provisions herein, as well as any other remedies that may be available to the Town. The Town shall have authority to perform periodic reviews and monitoring of the contractor's collection routes and schedules, including transportation and delivery to the Frederick-Winchester-Clarke Regional Landfill.

2. *Curbside Recycling and Collection Service*

Provide for curbside collection, transportation, disposal, and marketing of commingled recyclable materials from all residential properties, and designated commercial properties approved by the Town Manager, within the corporate limits of the Town. Collection routes and schedules shall be the same as specified for garbage and refuse services. The purpose of the collection program is to service each Town residence on a weekly basis with curbside collection of cardboard; newspaper; aluminum and bimetal cans; and PET and HDEP plastics, to be commingled in a bin or cart, placed at the curb for collection.

Contractor shall collect and remove all recyclable materials which have been separated from general garbage and refuse, and placed at the curbside in designated bins or carts or, in the case of newspaper, either bundled or placed in paper bags. No recyclables from other sources may be combined with the recyclables to be collected by the contractor along the Town's collection route.

Recyclable materials to be collected will include: cardboard; newspaper; aluminum and bi-metal cans; and PET and HDEP plastic containers. If changes in the collection of recyclable materials occur during the contract period, the contractor must give written notice to customer service at customerservice@berryvilleva.gov, the Town Manager at townmanager@berryvilleva.gov, and each residential unit affected at least two (2) weeks in advance of the effective date of the change. Any changes, including addition or deletion of any material to be collected from the collection routes, must have prior approval of the Town Manager. Every effort must be made to continue the collection of stated materials. Any disruption in material type collected is to be minimized. The Town may, upon mutual agreement with the contractor, add or delete materials deemed suitable for collection pursuant to the collection program.

Contractor shall collect and remove commingled and paper recyclables from all single-family residences, duplex, and townhouse dwelling units once each week per residential unit, on the regularly scheduled garbage and refuse collection day.

No collection of recyclables in residential districts shall begin before 7:00 a.m. (EST) or continue after 6:00 p.m. (EST) without prior approval from the Town Manager. No collection of recyclables in commercial districts shall begin before 7:00 a.m. (EST) or continue after 11:00 a.m. (EST) without prior approval from the Town Manager.

Contractor must collect and transport all recyclable material originating from all single-family residences, duplex, and townhouse dwelling units that receive Town curbside garbage and refuse service. The contractor will not be responsible for collecting nonresidential properties, including commercial, industrial and/or governmental properties unless otherwise designated, during the contract period, and duly approved by the Town Manager.

Contractor is not responsible for collecting recyclable materials unless they are appropriately placed at the curb in the recycling bin or cart, or in the case of newspaper, properly bundled and/or placed in paper bags at the curb. However, if the recycling bin or cart is not sufficient to contain all the resident's recyclables, additional recyclables may be separated and placed at the curb in paper bags (i.e. one bag of metal cans, etc.), or commingled in a reusable bin or cart which is clearly labeled as containing recyclables to be collected by the contractor. Contractor is not responsible for collecting commingled recyclables if contaminants, as defined herein, are present in the containers. In such cases, the contractor must leave a written notice clearly posted on the bin or cart which identifies the reason collection was not made and an email to customer service at customerservice@berryvilleva.gov and the Town Manager at townmanager@berryvilleva.gov.

Contractor shall assume ownership of all recyclables placed at the curb upon collection. All recyclables shall be recycled.

Contractor must use care in the loading and transportation of recyclable material so that material breakage and spillage is minimal. Contractor must assure that none of the material is scattered or spilled either on private property or on public streets. Any materials so scattered or spilled must be immediately cleaned up and removed by the contractor. The material must be handled and transported in a manner which does not allow any material to escape from the collection vehicle and onto the roadways or private property.

The contractor must determine the route that each collection vehicle should follow in order to ensure that no dwelling units are missed and must be approved by the Town Manager. The collection route shall coincide with the Town garbage and refuse collection schedule such that recyclables are collected on the same day as garbage and refuse.

Contractor shall procure and distribute, at contractor's expense, approved recycling cart(s) or bin(s) to each new or additional residential unit added to the collection route pursuant to the terms of the contract. The cart or bin must meet the specifications set forth herein.

3. *Bulk/Large Item and/or Appliance Collection*

If requested in writing by the Town, the contractor shall provide for separate collection and alternative disposal of refrigerators, air conditioners, or other household appliances which are or may be prohibited from disposal at the Frederick Winchester-Clarke Regional Landfill. Bulk/large item and appliance collection shall be completed on Wednesdays between 7:00 a.m. (EST) and 6:00 p.m. (EST). Items collected and disposed of shall be separately enumerated and identified on contractor's monthly billing statements to the Town, including a complete listing of items and locations (street addresses) for which this service has been provided. The unit charge for such separate and alternative collection and disposal shall reflect the total unit cost to the Town for both collection and proper disposal of such items.

4. *Optional Collections and Services*

Addresses specific tasks that are not a part of the base proposal, which may or may not be adopted as a part of the contract.

Contractor shall, within 60 days of award, complete any necessary survey of the Town's downtown businesses (not to include industrial uses) to determine the amount and nature of recyclable materials produced by each business. Said survey shall be submitted in writing to the Town Manager at townmanager@berryvilleva.gov.

The Town may or may not have the contractor complete one or more of the following:

Designated Commercial Curbside Recycling Collection Service
Commingled Mixed Paper with Designated Commercial Curbside Recycling Collection Service
Commingled Mixed Paper Collection with Residential Collection Service
Designated Commercial Container Service for Disposal of Garbage and Refuse
Designated Residential Multi-Family Container Service for Disposal of Garbage and Refuse

When an optional collection and service is requested and approved by the Town Manager, the contractor shall begin providing such service within sixty (60) days of written notice. Said collections would occur on Fridays between the hours of 7:00 a.m. (EST) and 11:00 a.m. (EST).

The Town is under no obligation to have the services listed above performed unless requested as required above.

E. Toters, Bins, and Carts

The Town will notify the contractor of reported lost, damaged, or destroyed toters, bins, and carts. Contractor shall replace lost, damaged, or destroyed toters, bins, and carts. Contractor will bill the Town for replacement toters, bins, and carts at a unit price not to exceed that paid by the contractor. Contractor must report monthly to the Town, providing a clearly identifiable list of residential and commercial properties that received replacement toters, bins, and carts. Otherwise, contractor shall assume replacement cost. Contractor shall be responsible for toters, bins, and carts lost, damaged, or destroyed by the employees or agents of the contractor, and in no case bill the Town, property owner, or resident.

All collection toters, bins, and carts provided by the contractor shall remain the property of the contractor.

The Town reserves the right to apply decals to toters, bins, and carts for inventory and location purposes. No fees shall be charged to the Town for applying said decals. Decal design, size, and type are to be determined; recommendations provided in proposal are appreciated.

Contractor must keep sufficient toter, bin, and cart replacement inventory so as to avoid interruption in providing collection service to residents. If contractor so elects, an inventory of replacement toters, bins, and carts may be maintained at the Town Public Works Office for distribution, billing, and reimbursement to contractor as replacement toters, bins, and carts are distributed. This is a matter of convenience to the contractor, however, and contractor, shall bear the cost of such inventory pending reimbursement from the Town for replacement toters, bins, and carts so distributed by the Town.

F. General Provisions

Contractor shall be responsible for damage to private property caused by the contractor's collectors in the performance of the contract. Contractor must replace or restore to its original condition any such damaged property at no cost to the occupant, owner, or the Town. Contractor shall hold the Town harmless from any liability, damages or awards for such property damage, as well as from any disputes arising from such property damage.

Contractor shall employ persons who are competent, skilled and qualified for the performance of work to which they are assigned. All contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time shall they solicit, request, or receive gratuities of any kind. Contractor must direct employees that loud, abusive, and/or profane language is not permissible during the performance of duties under the contract. Any employee of

the contractor who engages in continued misconduct, is incompetent or negligent in the proper performance of duties, is disorderly, dishonest, under the influence of drugs or alcohol, or discourteous must be removed from service under the contract by the contractor once written notice/complaint has been filed by the Town Manager against such person.

Contractor must thoroughly train and instruct all employees used in the field, including drivers and helpers, as to their duties and methods and level of performance, and safety procedures. In addition, all employees in the field are to ensure that refuse toter(s) and reusable recycling cart(s) and/or bin(s) are returned to their curbside location or that other materials are not scattered, and that materials do not blow or fall from the collection vehicle. All points of collection shall be left in a clean and orderly fashion.

If requested, the Offeror must present within forty-eight (48) hours, evidence satisfactory to the Town Manager or designee of performance ability; possession of necessary facilities, equipment, staff, and pecuniary resources; and adequate insurance to comply with the terms of this RFP and contract documents.

G. Service and Complaint

The contractor shall be courteous and shall act promptly on all service calls and complaints. The contractor, upon representation by the Town Manager that any of its employees engaged in actual refuse and/or recycling collection within the Town are unsatisfactory to the Town, shall remove such employees from its service within the Town and replace them. Any employee of the contractor who shall use profane or abusive language to any citizen or resident of the Town or to any employee of the Town, or is otherwise disorderly or interferes with Town employees in the performance of their duties, or who is careless or incompetent, shall be removed from the refuse and/or recycling collection crew working in the Town on the request of the Town Manager, and shall not again be so employed except with the Town Manager's consent.

The contractor will respond to all complaints regarding services provided under the contract. Any complaints received by the Town will be passed on to the contractor's office upon receipt by the Town. Contractor shall make every effort to provide same-day response to citizen complaints of missed collection service, and in no case shall such response be provided later than the day following such missed collection. In the event the contractor can demonstrate that a resident missed the required set-out time, the contractor may require the resident to hold the materials until the next regularly scheduled collection day.

The contractor shall designate an emergency contact person for the Town staff to contact directly, who can be reached on a twenty-four (24) hour per day, seven (7) day per week basis. This person(s) shall provide the Town with a direct voice telephone line (not the general public telephone line) and private business email address so that the Town may contact this person(s) to resolve issues and complaints in a timely manner. An office support designated contractor contact must be available to Town staff during the entire collection day to resolve any issues or complaints that may arise. Designated Town contacts will be available on each collection day. Written communication shall be directed via email to the customer service at customerservice@berryvilleva.gov and the Town Manager at townmanager@berryvilleva.gov.

The contractor shall provide a toll-free telephone access for use by the public in contacting the contractor for questions about the program, calls regarding missed collections, and complaints. Contractor shall ensure that courteous employee staffing of such telephone access shall be provided in order to provide timely response to the public.

H. Marketing of Materials

The contractor shall establish transportation, disposal, and marketing arrangements for the recycled materials collected under the contract.

I. Program Promotion

The contractor shall be responsible for the printing and distribution of all public information materials for the curbside recycling program, including any public information materials related to any changes under the program. The content of public information materials and choice of publicity mediums must be approved by the Town Manager, in advance of any such activities. The Town reserves the right to participate in any such public information and/or public relations activities as it may so choose or deem appropriate.

J. Insurance Requirements

The contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The contractor assumes all risk of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract. Prior to the execution of the contract, the contractor shall comply with all insurance requirements as contained in this solicitation and attachments, as provided herein. The contractor will provide an original, signed Certificate of Insurance and required endorsements, and shall maintain such insurance throughout the term of the contract and exercised renewals.

K. Reporting and Delivery Instructions

Contractor shall be required to keep and submit reports to comply with Town reporting requirements. These reports will serve as a means to apprise the Town of the status of recycling activities and expenditures. Contractor may also be required to provide certified weight receipts and revenue receipts from vendors for all materials brokered by the contractor for each of the materials collected in the Town program.

Contractor shall submit to the Town a monthly report, prior to the fifteenth day of the following month, to include the following minimum information:

1. A report of each complaint received directly by the contractor and resolution made by the contractor in response thereto;
2. The number of non-collection incidents and notices left at residences, identifying each such residence and the reason for non-collection;
3. Tonnage summaries of each material collected, with a total tonnage summary of all materials collected;
4. Weight receipts and invoices for the sale of materials collected and sold; and
5. Any recyclable not recycled, with date, origin/location, and item(s) rejected;
6. Report of each service stop having more than one toter, bin and/or cart.

Contractor shall submit quarterly project status reports to the Town within fifteen (15) days of the close of the calendar quarter being reported. At a minimum, the quarterly report shall include a summary of all program costs and revenues, tonnages of materials recovered, and participation rates.

IV. Proposal Preparation and Submission Instructions

A. RFP Response

In order to be considered for selection, Offerors must submit a complete response to this solicitation. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP title, and date and hour proposals are scheduled to be received. Only one (1) hard copy original of proposal must be submitted to the Town. No other distribution of the proposal shall be made by the Offeror. Proposals shall be forwarded to:

Greg Jacobs, Director of Administration/Treasurer
Town of Berryville
101 Chalmers Court, Suite A
Berryville, VA 22611

Time is of the essence and any proposal received after **11:00 a.m. (EST) Friday, May 29, 2020**, whether by mail, in person or otherwise, will be marked "Late" and placed in the solicitation file, unopened.

Offerors are responsible for ensuring their proposal is stamped at the Town Business Office by the deadline indicated. Only the stamp of the Town Business Office shall be dispositive of the time/date of proposal delivery.

Nothing herein is intended to exclude any responsible firm from participating in the procurement or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

The Town reserves the right to accept or reject any or all proposals submitted. The Town reserves the right to waive any irregularity or informality in any proposal other than the proposal submission date and time. Proposals may be withdrawn up to and until the scheduled date and time for receipt.

B. Proposal Preparation

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

All information required by the RFP must be supplied in order for the proposal to be considered complete. Failure to submit any and all information requested may result in the Town requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Town.

Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

The Contract shall only be awarded to the Offeror who, through evidence submitted in the proposal or information available to the Town, has shown that the Offeror has the demonstrated capability, capacity, financial resources, and skilled personnel to adequately perform all services and fulfill all terms, conditions and provisions detailed herein.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the corresponding section of the RFP. If a response covers more than one page, the corresponding section of the RFP should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

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

Ownership of all data, materials, and documentation originated and prepared for the Town pursuant to the RFP shall belong exclusively to the Town and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document or prequalification application, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

C. Oral Presentation

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Town. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Town will schedule the time and location of these presentations. Oral presentations are an option of the Town and may or may not be conducted.

D. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so that the Town may properly evaluate the Offeror's capabilities to provide the required refuse and recycling services.

Offerors are required to submit the following items as a complete proposal: (1) Request for Proposals Cover Sheet (2) Proposal Form - Price Schedule: The price proposed shall include all charges that may be incurred in fulfilling the terms of the contract. (3) All addenda acknowledged, if any, signed and completed as required. (4) Other specific items or data requested in the RFP.

A written narrative statement to include:

1. Qualifications of the Offeror and the number of years the firm has been in business. In an appendix include a copy of the Offeror's last two financial statements and documentation to confirm that Offeror is licensed under all applicable laws of the Commonwealth of Virginia, the County of Clarke, and the Town of Berryville.
2. Resumes of all key management staff to be assigned to this contract, identifying the principal manager and all key staff members that will be involved in the provision of services. For key personnel include: qualifications, relevant work experience, description of proposed work responsibilities to be performed under the contract with the Town. Resumes

must be included as an appendix, not in the body of the Qualifications. Include the organizational structure of the team.

3. Previous relevant experience of the Offeror. Provide detailed information on the Offeror's current provision of similar refuse and recycling services to cities, towns, and communities in the Northern Virginia area.
4. Offerors shall provide a list of three (3) references, and only three (3), where similar services have been provided. Each reference must be current, complete, and include the name of the organization, mailing address, the name of the contact person, and telephone number. References provided will be contacted and made part of the evaluation of the proposal.

A detailed Work Plan that demonstrates the Offeror's familiarity with the Town providing the proposed services including:

1. Procedures, equipment, and staff that the Offeror will use to provide the services required;
2. List of proposed equipment/etc. including operating parameters, illustrations, etc.;
3. What, when and how the service will be performed; and
4. Clearly indicate all facilities the Offeror will use for the disposal of all materials collected under the contract including, but not limited to landfills, Material Recovery Facilities, and Transfer Stations; and
5. Should include a plan for demobilization/mobilization to address transition of contract at completion and/or inception.

V. Evaluation Criteria

Proposals shall be evaluated by the Town using the following criteria and a scoring on a 100-point scale.

Specific plans or methodology to be used to perform the services	20
Price	35
Experience and qualifications of personnel assigned to perform the services	20
References	10
Equipment	15
Total	100

VI. Award of Contract

Selection shall be made of Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Town shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Town may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Town determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one such Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation, the contractor's proposal as negotiated, the Town's General Terms and Conditions, the RFP's Special Terms and Conditions, and other attachments and/or addenda required by the Town.

VII. Optional Preproposal Conference

An optional preproposal conference will be held virtually at **10:00 a.m.** (EST) on **Wednesday, May 13, 2020**. Registration is required to attend; email kjohnson@berryvilleva.gov no later than **12:00 p.m.** (EST) on **Monday, May 11, 2020**. The purpose of the conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Any changes resulting from the conference will be issued in a written addendum to the solicitation and posted on the Town website berryvilleva.gov/2211/Bid-Procurement-Opportunities and the State's Procurement site, eVA, eva.virginia.gov.

VIII. Questions

All inquiries for information regarding this solicitation should be submitted in writing to: Karen Johnson, Front Desk Clerk at kjohnson@berryvilleva.gov no later than **12:00 p.m.** (EST) on **Thursday, May 14, 2020**. Verbal answers or other written material from any other sources whatsoever shall not be authoritative, controlling or binding on the Town, unless issued by an addendum. The Town shall provide any interpretation made to prospective Offerors in the form of a written addendum to the solicitation, which will be posted on the Town website berryvilleva.gov/2211/Bid-Procurement-Opportunities and the State's Procurement site, eVA, eva.virginia.gov no later than **6:00 p.m.** (EST) on **Friday, May 15, 2020**.

IX. Method of Payment

Invoices shall be sent to the Town of Berryville, 101 Chalmers Ct, Ste A, Berryville, VA 22611. Invoices will be due and payable thirty (30) days after receipt. It is not required, however, the preference of the Town, is to remit payment by credit card, free of transaction fees. Otherwise, payment will be made by check. Payments will be made no more frequently than once monthly.

X. Attachments

- A. *Garbage and Refuse, Recyclables, and Yard Waste Policy: Appendix 2 - Issuance of Toter & Bins*
- B. *Special Terms and Conditions*
- C. *General Terms and Conditions - Requests for Proposals*
- D. *Proposal Form: Price Schedule*
- E. *Chapter 8 of the Code of the Town of Berryville*
- F. *Zoning Map (Includes Corporate Boundaries) and Zoning details showing C and C1 Commercial Districts*
- G. *Routes/Schedules Approved by Town Manager*
- H. *Vendor Registration*
- I. *W-9 Form*

Garbage and Refuse, Recyclables, and Yard Waste Policy

Appendix 2 Issuance of Toters and Bins Version 4/14/20

Refuse Toters

Curbside refuse collection is provided to single-family detached dwellings, duplexes, and townhouses. The following toter issuance limits apply:

	Toters Issued at no charge	Maximum number permitted with fee payment
Single-family detached dwellings	1	2
Duplexes	1 per unit	2 per unit
Townhouses	1 per unit	2 per unit

Business/commercial, institutional, and apartments buildings containing 3 or fewer units within the C and C1 zoning districts, may participate in the Town's curbside refuse collection. The following toter issuance limits apply to uses electing to participate in the collection service:

	Toters Issued at no charge	Maximum number permitted with fee payment
All qualifying uses electing to Participate	1	5

Monthly fees for additional toters will be based calculated as follows:

Per unit fee charged by collection contractor plus tipping fee as set by the Town Council + an administrative fee (30% of the total of the two previous items)

Recycling Bins and Carts

Curbside recyclables collection is provided to single-family detached dwellings, duplexes, and townhouses. Customers receiving curbside recyclables collection may choose to receive up to 2 16-gallon bins, 1 35-gallon cart, or 1 96-gallon cart (available for single-family detached dwellings only) at no charge. Additional bins and carts will not be issued.

Business/commercial, institutional, and apartments buildings containing 3 or fewer units within the C and C1 zoning districts, may participate in the Town's curbside recyclables collection. The following cart issuance limits apply to uses electing to participate in the collection service:

	Carts Issued at no charge	Maximum number permitted with fee payment
All qualifying uses electing to Participate	1 - 35 gallon	1 - 96 gallon

Monthly fees for additional carts will be based calculated as follows:

Per unit fee charged by collection contractor plus tipping fee as set by the Town Council + an administrative fee (30% of the total of the two previous items)

**SPECIAL TERMS AND CONDITIONS
GARBAGE AND REFUSE COLLECTION/DISPOSAL AND CURBSIDE RECYCLING
COLLECTION SERVICE
TOWN OF BERRYVILLE, VIRGINIA**

These Special Terms and Conditions are required for use in this written solicitation, Garbage and Refuse Collection/Disposal and Curbside Recycling Collection Service, issued by the Town of Berryville, Virginia herein after referred to as "Town".

ADJUSTMENTS FOR CHANGE IN SCOPE: The Town may order changes within the general scope of the Work/Statement of Needs consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the Contractor's services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the Town Manager and the Contractor. If the Contractor believes that any particular work is not within the scope of the work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Town Manager after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Town Manager. The Contractor's notice must provide to the Town Manager the amount of additional compensation claimed, together with the basis therefore and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the Town Manager and the Contractor covering the cost of the services to be provided pursuant to the amendment.

AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Town, whichever is sooner. The Town, its authorized agents, and/or Town auditors shall have full access to and the right to examine any of said materials during said period.

CANCELLATION OF CONTRACT: The Town reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 180 days written notice. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

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

- A. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- B. To make all Town owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- C. That the Town Manager shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

The Contractor shall, upon written notice from the Town Manager, furnish phase-in/phase-out services for up to thirty (30) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Town Manager's approval.

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

INDEMNIFICATION: Contractor agrees to indemnify the Town, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

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

If the expense of performing the work, including compensation for additional managerial and administrative services exceeds the balance of the Letter of Credit posted by the Contractor, the Contractor shall be liable for the payment of the amount of such excess to the Town. The expense incurred by the Town as herein provided and the damage incurred through the Contractor's default shall be certified by the Town.

LIQUIDATED DAMAGES: It is understood and agreed by the offeror that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the proposal documents. In the event these specified supplies, services, materials, or equipment are not delivered by the date specified there will be deducted, not as a penalty but as liquidated damages, up to the sum of \$121.00 per incident per day or actual cost if less, for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the Town not caused by the negligence or intentional act of the contractor, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor, a reasonable extension of time as the Town deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the contractor, the Town may extend the time for performance of the contract herein specified, at the Town's sole discretion, for good cause shown.

The Contractor hereby expressly and specifically waives the right to challenge any fees or liquidated damages assessed under this Contract and any and all defenses as to the validity of any liquidated damages stated in this Contract.

QUANTITIES: Quantities set forth are best estimates only. The contractor may charge unit price for actual quantities/properties served, regardless of whether such total quantities are more or less than those provided in this solicitation, and shall be subject to change, at any time, as directed by the Town.

RELATION TO TOWN: The Contractor is an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the Town. The Town will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The Town will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the Town will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the Town for its employees.

RENEWAL OF CONTRACT: This contract may be renewed by the Town upon written agreement of both parties for seven (7) one (1) year periods under the terms and conditions of the original contract except as stated in 1. and 2. Below or as otherwise negotiated. Price increases may be negotiated only at the time of renewal. Written notice of the Town's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period.

- A. If the Town elects to exercise the option to renew the contract for additional one year period, the contract price(s) for the additional one year shall be no greater than percentage change of the CPI-U for Washington-Baltimore, as listed for the most recent twelve month period on the U.S. Department of Labor's Bureau of Labor Statistics website.
- B. If during any subsequent renewal periods, the Town elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall be no greater than percentage change of the CPI-U for Washington-Baltimore, as listed for the most recent twelve month period on the U.S. Department of Labor's Bureau of Labor Statistics website.

Town of Berryville

General Terms and Conditions – Requests for Proposals

These General Terms and Conditions are required for use in written solicitations issued by the Town of Berryville, Virginia herein after referred to as “Town” for procurements.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA).

EMPLOYMENT DISCRIMINATION PROHIBITED: Employment discrimination by contractor prohibited; required contract provisions. All public bodies shall include in every contract of more than \$10,000 the following provisions:

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 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.

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.

ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Town from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

MANDATORY USE OF TOWN TERMS AND CONDITIONS FOR RFPs: Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

BILL PAYMENT POLICY: The Town Treasurer shall make payment in full (unless an alternate payment plan has been agreed upon) for all goods delivered or services rendered within thirty days of receipt of the bill.

No goods or services shall be deemed received until such goods are completely delivered and found acceptable by the Department Head. For purposes of determining whether or not payment was made in accordance with this policy, payment in full shall be considered to be made on the date the check for payment was mailed or otherwise transmitted.

When a bill submitted to the Town is incorrect or when there is a defect or impropriety in a bill submitted, the respective Department Head shall notify the creditor in writing prior to the date on which payment in full is due. The notice shall contain a description of the defect or impropriety and any other additional information to enable the creditor to correct the bill. Upon receiving a corrected bill, the Town shall make payment in full on or before the thirtieth calendar day after receipt of the corrected bill.

SUBCONTRACTORS: All offerors shall include a list of all subcontractors with their proposal. The Town reserves the right to reject the contractor's selection of subcontractors for good cause. If a subcontractor is rejected, the offeror may replace that subcontractor with another subcontractor subject to the approval of the Town. Any such replacement shall be at no additional expense to the Town nor shall it result in an extension of time without the Town's approval.

To Subcontractors: A contractor awarded a contract under this solicitation is hereby obligated:

To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

To notify the Town and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

PRECEDENCE OF TERMS: In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF OFFERORS: The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Town further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Town that such offeror is properly qualified to

carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

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 include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The 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 one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Town's right to audit the contractor's records and/or to determine the correct number of units independently; or
3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town with all vouchers and records of expenses incurred and savings realized. The Town shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within thirty (30) days from the date of receipt of the written order from the Town. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town or with the performance of the contract generally.

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

TAXES: Sales to the Town are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded as well as any other insurance requirements laid out in the request for proposal. The Town requires minimum insurance amounts as recommended by the Virginia Risk Sharing Association. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The Town Manager is authorized to amend coverages and limits as required. Such amendments shall be provided in writing and specifically state that established coverages and limits differ from those provided in the Town's General Terms and Conditions.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

General services contracts or leases:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Workers Compensation Insurance -\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit (unless sole proprietor)

Excess Liability-\$1,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

Minor Construction Contracts (\$99,999.99 or less):

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident

Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period (only if consulting or designing is involved).

Excess Liability-\$3,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

Major Construction (more than \$100,000) or Hazardous contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident
Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit
Professional Liability (Errors and Omissions)-Refer to Risk Manager-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period. Important if designing or consulting is performed).
Excess Liability- Refer to Risk Manager-\$5,000,000 each (CGL/AL/EL) occurrence/\$5,000,000 Annual Policy Aggregate

Professional services contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident
Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit
Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period).
Cyber or Identity Breach liability-\$1,000,000 each identity breach
Excess Liability-\$2,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

Design Professional Services and Surveyors contracts:

Commercial General Liability

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

Owned and/or Non-Owned Automobile Liability-\$1,000,000 each accident
Employers Liability-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit
Professional Liability (Errors and Omissions)-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period).
Excess Liability-\$2,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

The Town shall be named as an additional insured on any policy obtained by Contractor/Subcontractor/Vendor/Lessee pursuant to this paragraph. Contractor shall furnish the Town with all Certificates of Insurance that indicate(s) adequate insurance coverage has been obtained. Contractor shall furnish the Town with an additional insured endorsement.

HOLD HARMLESS AGREEMENT: Contractor shall attach to each liability insurance policy, with the exception of Worker's Compensation, the following endorsement: "Contractor and all subcontractors shall save Town harmless from any and all claims, damages, liabilities, expenses of litigation, including attorney's fees, and losses arising out of injury to, or death of, any of Contractor's employees or any other person while on or about Town's premises or job site in connection with any matters relating to or arising out of the performance of this Contract. It is understood and agreed that the Contractor is at all times acting as an independent contractor."

ADDITIONAL REQUIREMENTS: During the performance of the Work described in the Contract Documents, the Contractor agrees to:

- A) Employment discrimination by contractor prohibited; required contract provisions (see § 2.2-4311 of the Code of Virginia)
- B) Compliance with federal, state, and local laws and federal immigration law; required contract provisions (see § 2.2-4311.1 of the Code of Virginia)
- C) Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth (see § 2.2-4311.2 of the Code of Virginia)
- D) Drug-free workplace to be maintained by contractor; required contract provisions (see § 2.2-4312 of the Code of Virginia)
- E) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- F) Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

PROPOSAL FORM - PRICE SCHEDULE
GARBAGE AND REFUSE COLLECTION/DISPOSAL AND CURBSIDE RECYCLING COLLECTION SERVICE
TOWN OF BERRYVILLE, VIRGINIA

SERVICE	PROPERTY TYPE	FREQUENCY	QTY	UNIT PRICE	MONTHLY		EXTENDED
GARBAGE AND REFUSE COLLECTION/DISPOSAL							
	Residential	1x-weekly	1495	\$	\$	X 12	\$
	Additional Residential Toter Service	1x-weekly	1	\$	\$	X 12	\$
	Designated Commercial	1x-weekly	84	\$	\$	X 12	\$
	Additional Commercial Toter Service	1x-weekly	1	\$	\$	X 12	\$
	Designated Commercial	2x-weekly	16	\$	\$	X 12	\$
	Additional Commercial Toter Service	2x-weekly	1	\$	\$	X 12	\$
	Town Street Litter Receptacles	2x-weekly	10	\$	\$	X 12	\$
	Churches	1x-weekly	7	\$	\$	X 12	\$
	Designated Residential Multi-family	1x-weekly	24	\$	\$	X 12	\$
CURBSIDE RECYCLING AND COLLECTION SERVICE							
	Residential	1x-weekly	1495	\$	\$	X 12	\$
	Additional Residential Bin/Cart Service	1x-weekly	1	\$	\$	X 12	\$
	Designated Commercial	1x-weekly	84	\$	\$	X 12	\$
	Additional Commercial Bin/Cart Service	1x-weekly	1	\$	\$	X 12	\$
	Designated Commercial	2x-weekly	16	\$	\$	X 12	\$
	Additional Commercial Bin/Cart Service	2x-weekly	1	\$	\$	X 12	\$
	Churches	1x-weekly	7	\$	\$	X 12	\$
	Designated Residential Multi-family	1x-weekly	24	\$	\$	X 12	\$
OPTIONAL COLLECTIONS AND SERVICES							
Container Service							
	2 Cubic Yard	1x-weekly	1	\$	\$	X 12	\$
	4 Cubic Yard	1x-weekly	1	\$	\$	X 12	\$
	6 Cubic Yard	1x-weekly	1	\$	\$	X 12	\$
	8 Cubic Yard	1x-weekly	1	\$	\$	X 12	\$
	8 Cubic Yard	2x-weekly	1	\$	\$	X 12	\$
DISPOSAL FEES							
	Tipping Fee: Recycling	As Needed	Ton	\$			\$
	Appliance - Class A	As Needed	Item	\$			\$
	Appliance - Class B	As Needed	Item	\$			\$
	Bulk/Large Item	1x-weekly	Ton	\$			\$
REPLACEMENT FEES							
	Garbage/Refuse Toter w/Lid (96-Gallon)	As Needed	Item	\$			\$
	Garbage/Refuse Toter w/Lid (64-Gallon)	As Needed	Item	\$			\$
	Recycle Bin (16-Gallon)	As Needed	Item	\$			\$
	Recycle Cart w/Lid (35-Gallon)	As Needed	Item	\$			\$
	Recycle Toter w/Lid (96-Gallon)	As Needed	Item	\$			\$
COLLECTION FEES							
	Bulk/Large Item and/or Appliance	1x-weekly	Day	\$	\$	X 12	\$
TOTAL							

Appliance - Class A shall include the following: refrigerators, air-conditioners, or other similar household appliances.

Appliance - Class B shall include the following: water heaters, ranges, dishwashers, clothes dryers, or other similar household appliances.

Chapter 8 - GARBAGE AND REFUSE, RECYCLABLES, AND YARD WASTE^[1]

Footnotes:

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Cross reference— Disposition of dead animals and fowl, § 4-10.

ARTICLE I. - IN GENERAL

Sec. 8-1. - Violations of chapter.

Unless otherwise specifically provided, a violation of any provision of this chapter shall constitute a Class 4 misdemeanor.

Cross reference— Penalty for Class 4 misdemeanor, § 1-11.

Sec. 8-2. - Unlawful accumulations.

- (a) It shall be unlawful for any owner or occupant of any property within the town to allow garbage, refuse, trash, litter or other substances which might endanger the health of other residents of the town to accumulate on such property.
- (b) The owner of any property in the town shall remove accumulations referred to in subsection (a) above from such property as prescribed by the town manager or designee in accordance with requirements of this section. Reasonable notice of the date fixed by the town manager or designee for such removal shall be given by, mail or delivery of a written notice to each owner of property.
- (c) Upon the failure of the owner of property to remove trash, garbage, refuse, litter and other substances which might endanger the health of other residents of the town, as provided in the notice given pursuant to subsection (b) above, the town manager or designee may have such trash, garbage, refuse, litter and other substances removed and bill the owner for the work. Upon the owner's failure to pay such bill by tax billing time, such bill shall be placed upon the tax bill of the owner so delinquent and collected as taxes are collected.

(Code 1971, §§ 8-1, 8-3)

Cross reference— Open storage of inoperative vehicles in certain zoning districts, § 10-79; abandoned or discarded refrigerators or other airtight containers, § 13-31; cutting and removal of weeds and other foreign growth on vacant property, § 13-32; maintenance of property abutting Town Run, § 13-33.

State Law reference— Authority for above section, Code of Virginia, § 15.2-901.

Sec. 8-3. -Reserved.

Sec. 8-4. - Disposal in town of trash, garbage, etc., accumulated outside town.

- (a) It shall be unlawful and a Class 1 misdemeanor for any person to place, dump or otherwise dispose of trash, garbage, refuse, litter or any other unsightly matter that has been accumulated or collected outside the corporate limits of the town at any place within the town. This section shall not apply to a person using the public facilities of the town for the disposal of such matter, with the express permission of the town council or its designated agent.

(Ord. of 2-13-73; Ord. of 2-13-79, § 8-15)

Cross reference— Penalty for Class 1 misdemeanor, § 1-11.

State Law Reference §15.2-928

Sec. 8-5. - Dumpster, defined; prohibited times for emptying.

- (a) For the purpose of this section a "dumpster" shall mean any container designed to contain refuse or garbage and which is emptied by mechanical means.
- (b) It shall be unlawful for any person to empty a dumpster in town between the hours of 10:00 p.m. and 7:00 a.m. except within industrially zoned areas of the town.

(Ord. of 1-12-99)

State Law Reference §15.2-930

Sec. 8-6. - Upsetting, tampering and misusing litter receptacles maintained by the town.

No person shall cause the removal, upsetting, mutilation or defacing of, or tamper with any litter receptacle maintained by the town, cause the contents thereof to be spilled or to be strewn in or upon any public place or private premises, or use such receptacle for disposal of business or household refuse

(Ord. of 2-13-01)

State Law reference— Authority for above section, Code of Virginia, Section 15.2-928.

Sec. 8-7. – Policies and procedures

- (a) The council may by ordinance establish policies regarding the storage, handling, collection, and disposal of solid waste.
- (b) Policies of the council adopted in accordance with this chapter may include fees for replacement of town or contractor issued refuse and recycling containers.
- (c) The council authorizes the town manager to adopt solid waste storage, handling, collection, and disposal procedures consistent with the requirements of this chapter and policies adopted by the council.

Secs. 8-8—8-14. - Reserved.

ARTICLE II. - COLLECTION BY TOWN^[2]

Footnotes:

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Cross reference— Department of public works responsible for refuse collection, § 2-53.

State Law reference— Authority of town to operate a garbage and refuse collection and disposal system, Code of Virginia, § 15.2-928, 15.2-927, and 15.2-930.

Sec. 8-15. - Report of violations of article.

If any person fails to comply with the provisions of this article, the employees of the town or its contractor engaged in the collection and removal of garbage, and refuse and recyclables shall report such failure to the town manager or designee.

(Ord. of 2-13-79, § 8-12)

Sec. 8-16. - Containers generally—For garbage.

- (a) All garbage to be collected by the town shall be contained in tied disposable plastic bags and placed in water-tight containers of durable construction which shall: if to be collected by hand, be rust-resistant, nonabsorbent, easily washable, with tight fitting covers and handles and with a capacity of not less than five (5) nor more than thirty-two (32) gallons; or if to be collected by mechanical means as a part of automated collection service, be a container that has been either approved by or provided by the town or its collection contractor. All such nondisposable containers shall be of such construction as to prevent disturbance by animals and entrance by insects and, if to be collected by hand, to allow safe handling by one collector.
- (b) The total weight of any garbage container that is to be collected by hand, together with its contents, shall not exceed fifty (50) pounds.

(Ord. of 2-13-79, §§ 8-5, 8-7; Ord. of 11-13-90; Ord. of 10-13-98)

Sec. 8-17. - Reserved.

Sec. 8-18. - Reserved.

Sec. 8-19. - Preparation of garbage.

No person shall place any garbage in any container required by section 8-16 for collection without first draining the liquid from such garbage and placing the garbage in plastic bags that are tightly sealed after filling.

(Ord. of 2-13-79, § 8-5)

Sec. 8-20. - Preparation of recyclables and cardboard.

- (a) All recyclables, except cardboard, to be collected by the town shall be placed in a bin provided by the town or its contractor. All liquids shall be drained from the item prior to placement in the container. All items placed in the bin shall be done in a manner to prevent escape as a result of wind and weather conditions.
- (b) Cardboard containers to be collected by the town or its contractor for recycling, need not be placed in containers but will be collected if flattened and securely tied in compact bundles that can be handled by one collector. No such bundle shall exceed four (4) feet in length and fifty (50) pounds in weight. Bundles shall be placed beside bins.
- (c) Neither the Town nor its contractors will collect contaminated recyclables, batteries, sheet plastic, plastic bags, bubble wrap, Christmas lights, coat hangers, Styrofoam, rubber balls, diapers, electrical cords, food waste, food wrap, garden hose, syringes, razor blades, tires, sports equipment, stuffed animals, waxed cartons, wood/yard waste, light bulbs or tubes, computers or

electronics, toxic material containers, paint, or any solid waste restricted from collection as a part of any other part of its recyclables collection program.

(Ord. of 2-13-79, § 8-9; Ord. of 10-13-98)

Sec. 8-21. - Collection times and routes.

The town manager shall establish and specify the days and hours each week when the town or its contractors will collect garbage, and refuse, recyclables, and yard waste and the routes to be served at the times so specified.

(Ord. of 2-13-79, § 8-14)

Sec. 8-22. - Placement of containers on collection day; collectors not to enter building.

- (a) All containers containing garbage and refuse and recyclables for collection by the town shall be set out not later than 7:00 a.m. on collection days. No containers may be set out for collection more than twenty-four (24) hours before the established collection time and empty containers shall be removed on the same day of collection.
- (b) All containers shall be placed in such location as is specified by the town manager, so that they can be reached easily and conveniently by the collectors if to be collected by hand, or a mechanical arm if to be collected by mechanical means as a part of automated collection service. No town employee or collection agent shall enter any building for the removal of garbage and refuse or recyclables.

(Ord. of 2-13-79, §§ 8-16, 8-17; Ord. of 11-13-90; Ord. of 10-13-98)

Sec. 8-23. - Preparation of tree branches, brush, leaves and other yard waste for collection by the town.

- (a) Small tree branches, shrubbery, and brush to be collected by the town shall be securely tied in compact bundles that can be handled by one collector. No such bundle shall exceed four (4) feet in length, twelve (12) inches in diameter and fifty (50) pounds in weight. Large branches to be collected shall not exceed four (4) feet in length, six (6) inches in diameter and fifty (50) pounds in weight. Bundles and large branches to be collected by the town shall be placed near the edge of pavement, or edge of road, or in a location approved by the town manager so they can be easily reached by the collectors and not interfere with the safe passage of pedestrians or motor vehicles.
- (b) Leaves to be collected by the town during the annual leaf collection period shall be piled adjacent to street curbs, but shall not cover any portion of a sidewalk, gutter pan, street side ditch, drainage improvement, or fire hydrant. Leaf piles shall contain no rocks or other items that might damage the leaf collection equipment. During the annual leaf collection period leaves will be collected by the town in accordance with standards and a schedule approved by the town manager and posted on the town website.
- (c) Loose yard waste to be collected by the town shall be placed in paper bags and placed near the edge of pavement, edge of road, or in a location approved by the town manager, so they can be reached easily by the collectors. No such bag may exceed fifty (50) pounds in weight.
- (d) All yard waste bundles and paper bags containing loose yard waste to be collected by the town shall be set out not later than 7:00 a.m. on collection days. No such bags may be set out for collection more than forty-eight (48) hours before the established collection time. No bundles or bags placed out for collection may be placed on streets, sidewalks, or on the property of others, in storm drainage ditches, or in front of fire hydrants.

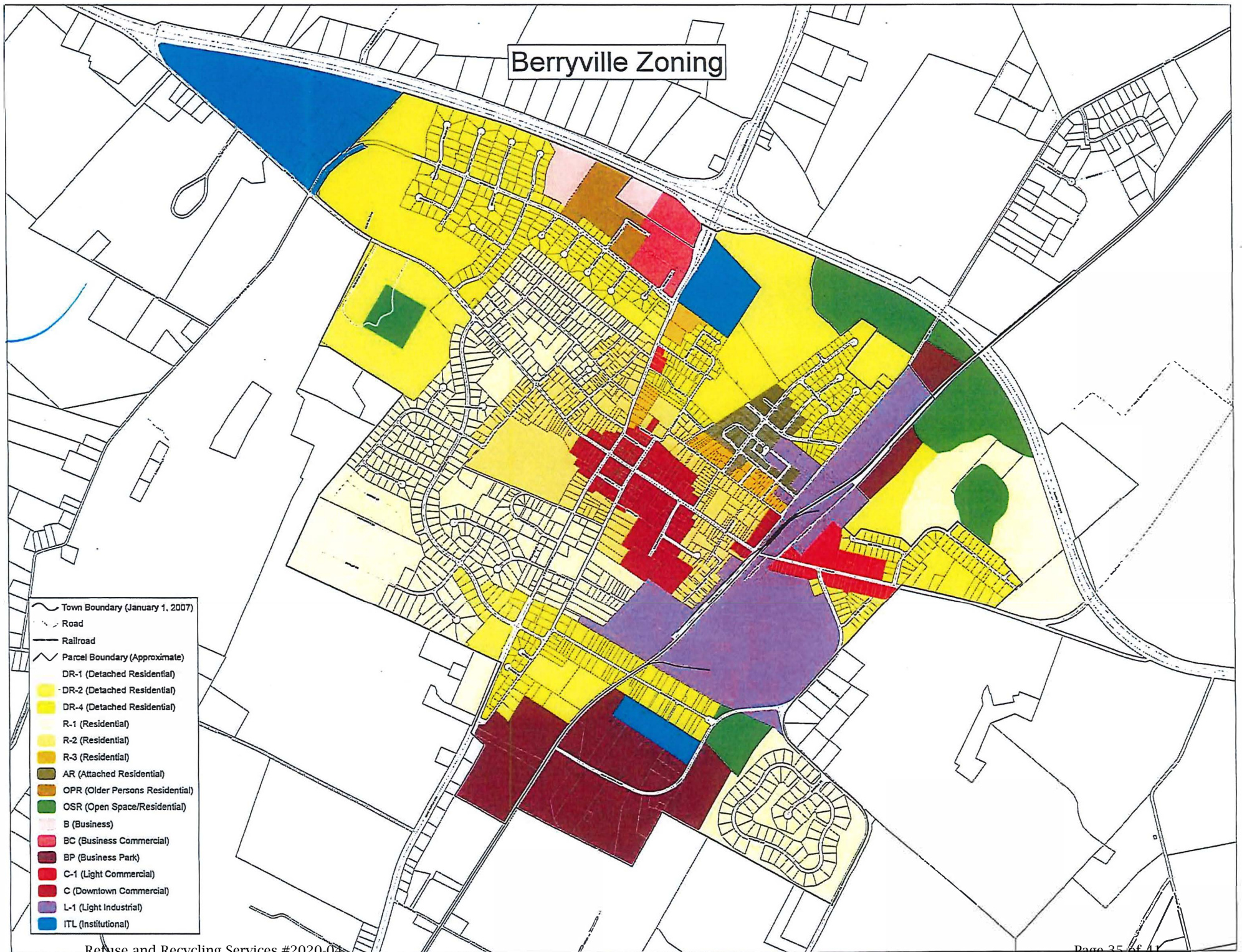
- (e) No single weekly collection for any parcel, excluding leaves to be collected by leaf vacuum during the annual leaf collection period, may exceed one hundred (100) pounds.
- (f) The town manager may suspend or modify yard waste preparation requirements and collection limits if he or she determines such a suspension or modification necessary; provided that, the determination is made in writing, is reported to the council within fifteen (15) days of the determination, and no single such determination suspends or modifies requirements for more than ninety (90) days.
- (g) Neither the Town nor its contractors will, as a part of yard waste collection, collect rocks and hardscape materials, large stumps, any stumps containing rocks or dirt, dirt, sod, plastic bags, grass clippings, or food waste.

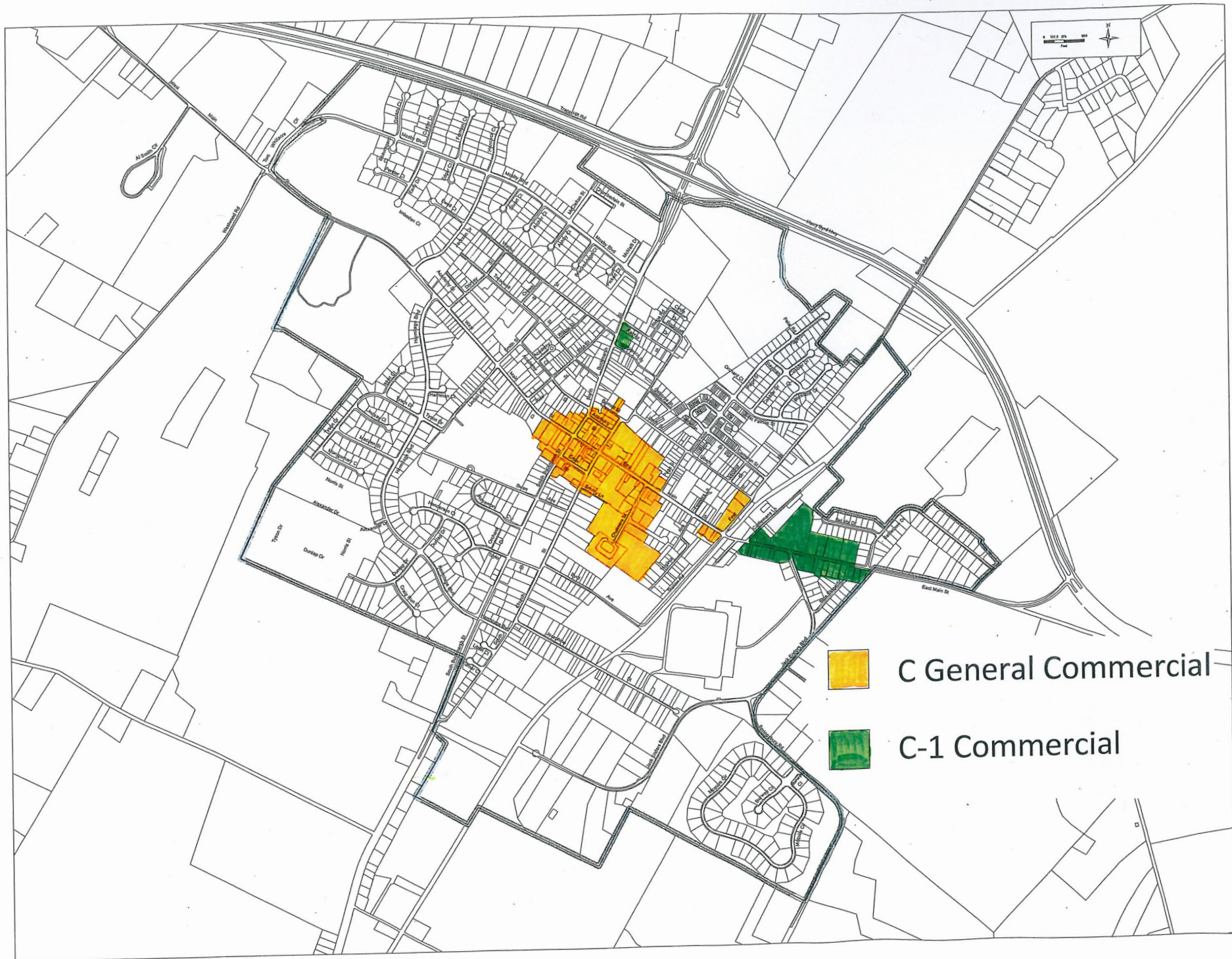
Sec. 8-24. - Certain materials not collected as a part of garbage and refuse collection.

- (a) Rejected building materials, tin, contractors' waste, industrial waste, automobiles or parts thereof, tires, hazardous waste or materials, such as cleaning fluids, explosives, gasoline, oil, paints, plastics, rubber cuttings or other highly flammable materials, or substances such as poisons, gases, caustics, radioactive materials or powdery earth used in filter cleaning fluids or other like refuse materials or substances shall not be collected by the town. In the event such refuse is found at collection points, the persons placing the same for collection shall be required to remove the same immediately. Radioactive materials, drugs, poisons and like substances shall be removed under the supervision of the health officer or some other qualified person.
- (b) No animal or fowl excrement shall be collected by the town and no such excrement shall be placed in any container or receptacle required by this article or otherwise put out or placed for collection by the town.
- (c) Ashes shall not be collected by the town.
- (d) Neither the town nor its contractors will collect rocks and hardscape materials, large stumps, any stumps containing rocks or dirt, dirt, sod, or grass clippings.

(Ord. of 2-13-79, §§ 8-5, 8-6, 8-10)

Berryville Zoning





Establishment of Collection Routes and Times

Garbage and Refuse

Routes/Days of Collection

Curbside collection of commercial garbage and refuse, as defined and permitted in Chapter 8 of the Berryville Code and collection contract documents will occur on the following schedule as conditions permit:

- Customers receiving once per week collection will have their waste collected on Fridays.
- Customers receiving twice per week collection will have their waste collected on Tuesdays and Fridays.
- Collection in the downtown business district (C Zoning) must be completed at the beginning of the day's collection before proceeding with the remainder of the route.

Curbside collection of residential garbage and refuse, as defined and permitted in Chapter 8 of the Berryville Code and collection contract documents will occur on the following schedule as conditions permit:

- Areas east of Buckmarsh Street (including the east side of Buckmarsh Street) will be collected on Thursdays.
- Areas west of Buckmarsh Street (including the west side of Buckmarsh Street) will be collected on Fridays.

Collection Times

- No collection activities may begin before 7:00 a.m.
- Collection in commercial areas must be completed before 11:00 a.m.
- Collection in residential areas must be completed before 6:00 p.m.

Recyclables

Routes/Days of Collection

Curbside collection of commercial recyclables, as defined and permitted in Chapter 8 of the Berryville Code and collection contract documents will occur on the following schedule as conditions permit:

- Customers receiving recyclables collection will have their recyclables collected on Fridays.
- Collection in the downtown business district (C Zoning) must be completed at the beginning of the day's collection before proceeding with the remainder of the route.

Curbside collection of residential recyclables, as defined and permitted in Chapter 8 of the Berryville Code and collection documents will occur on the following schedule as conditions permit:

- Areas east of Buckmarsh Street (including the east side of Buckmarsh Street) will be collected on Thursdays.
- Areas west of Buckmarsh Street (including the west side of Buckmarsh Street) will be collected on Fridays.

Collection Times

- No collection activities may begin before 7:00 a.m.
- Collection in business areas must be completed before 11:00 a.m.
- Collection in residential areas must be completed before 6:00 p.m.

Bulk Refuse and Appliance Collection

Routes/Days of Collection

Collection of bulk refuse and appliances as defined and permitted in Chapter 8 of the Berryville Code and collection contract documents, will occur on the following schedule as conditions permit:

- Collection will occur on Wednesdays

Collection Times

- No collection activities may begin before 7:00 a.m.
- Collection must be completed before 6:00 p.m.

Yard Waste Collection

Routes/Days of Collection

Collection of yard waste, as defined and permitted in Chapter 8 of the Berryville Code will occur on the following schedule as conditions permit:

- Collection will occur on Mondays

Collection Times

- No collection activities may begin before 7:00 a.m.
- Collection must be completed before 6:00 p.m.

Exceptions and Variance from Collection Routes and Times

The Town reserves the right to modify routes and collection times at any time.

Routes and collection times may be modified because of inclement weather, holidays, mechanical failures, or other reasons deemed appropriate by the Town Manager or designee.

Approved in accordance with Section 8-22 of the Berryville Code:



Keith R. Dalton, Town Manager



Date



Town of Berryville Vendor Registration/Update

Please fill out the information below and the attached W-9 form to be registered as a vendor with the Town of Berryville.

Your company's legal name: _____

Business Type: _____

What kind of products/services does your company offer?

Company Website: _____

Company Address: _____

City _____

State _____ ZIP Code _____

Name of person representing the company: _____

Phone: _____ Fax: _____

Email: _____

Payment Method: _____ Check _____ P-card

***If you accept VISA, you are required to accept P-card payments.**

For Town Office Use Only

Certificate of Insurance Required: _____ Yes _____ No

Contractor's License Required: _____ Yes _____ No

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.