



# COUNTY OF WASHINGTON, VIRGINIA

COUNTY GOVERNMENT CENTER  
1 GOVERNMENT CENTER PLACE, SUITE A  
ABINGDON, VIRGINIA 24210

TAMMY STURGILL, CPA,  
DIRECTOR OF BUDGET & FINANCE

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## DEPARTMENT OF BUDGET & FINANCE

July 31, 2023

### RE: Invitation for Bids for Solid Waste Transportation and Disposal Services

To whom it may concern:

The County of Washington, Virginia is currently accepting sealed bids from qualified Contractors to provide Solid Waste Transportation and Disposal Services.

**Sealed Bids must be received no later than: 3:00 p.m., August 24, 2023.**

Bids must be made using the bid form provided by the County and directed to **Tammy Sturgill, Director; Department of Budget & Finance; County Government Center; 1 Government Center Place, Suite A; Abingdon, Virginia 24210.** Two copies of the completed bid form and references must be submitted in a sealed envelope or package marked on the outside with the Contractor's name and address, and clearly marked: "**BID FOR SOLID WASTE TRANSPORTATION AND DISPOSAL SERVICES**". No faxed bids or electronic media responses will be accepted. Bids must be signed in ink by an official authorized to bind the Contractor. Bids received after the deadline, postmarks notwithstanding, shall be rejected. The County reserves the right to reject any or all bids.

The Invitation for Bids Packet, containing instructions and specifications, is attached for your use. Questions to clarify the terms of the Invitation should be submitted by email no later than five working days before the due date to [tcopenhaver@washcova.com](mailto:tcopenhaver@washcova.com). The email inquiry should be identified with a subject line of: "**Questions Regarding Solid Waste Transportation and Disposal Services**".

Sincerely,

A handwritten signature in cursive script that reads "Tammy Sturgill".

Tammy Sturgill  
Director of Department of Budget & Finance

**Invitation for Bids**  
**Solid Waste Transportation and Disposal Services**

*For posting and/or legal advertisement*

**INVITATION FOR BIDS**  
**SOLID WASTE TRANSPORTATION AND DISPOSAL SERVICES**

The County of Washington, Virginia is currently accepting sealed bids from qualified Contractors to provide Solid Waste Transportation and Disposal Services. An Invitation for Bids packet containing instructions, qualifications, and specifications may be obtained by contacting the Department of Budget & Finance at County Government Center; 1 Government Center Place, Suite A; Abingdon, Virginia 24210; or phone 276-525-1310.

Sealed bids will be accepted until 3:00 p.m., on Thursday, August 24, 2023. Bids must be made using specified bid forms, and may be mailed or delivered to the address above for the Department of Budget & Finance. Bids received after the deadline, postmarks notwithstanding, shall be rejected. The County reserves the right to reject any and all bids.

**Invitation for Bids  
Solid Waste Transportation and Disposal Services**

WASHINGTON COUNTY, VIRGINIA  
GOVERNMENT CENTER BUILDING  
1 GOVERNMENT CENTER PLACE, SUITE A  
ABINGDON, VIRGINIA 24210

**Invitation for Bids  
Solid Waste Transportation and Disposal Services**

July 31, 2023

**Sealed bids will be received until  
3:00 P.M. ON AUGUST 24, 2023**

BIDS ARE TO BE MAILED OR DELIVERED DIRECTLY TO

**Tammy Sturgill, Director;  
Department of Budget & Finance;  
County Government Center;  
1 Government Center Place, Suite A;  
Abingdon, Virginia 24210**

***Two*** copies of the Bid must be submitted using the specified Bid Form in a sealed package marked on the outside with the Bidder's name and address, and clearly marked: ***"BID FOR SOLID WASTE TRANSPORTATION AND DISPOSAL SERVICES"***.

**Invitation for Bids  
Solid Waste Transportation and Disposal Services**

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**Invitation for Bids  
Solid Waste Transportation and Disposal Services**

**I. PURPOSE**

The County of Washington, Virginia is currently accepting sealed bids from qualified Contractors to provide transportation and disposal services. The Contractor shall provide all labor, personnel, materials equipment, tools, transportation and supervision necessary for solid waste transport from the Transfer Station Facility (Facility) located in the Bristol-Washington County Industrial Park, 14579 Industrial Park Road, Bristol, Virginia to a permitted disposal facility. Transport vehicles and waste handling equipment shall be compatible with the Transfer Station Facility's design and construction.

**II. BACKGROUND**

The County of Washington operates the Facility under Permit by Rule #003 from the Department of Environmental Quality (DEQ), which allows the Facility to transfer waste from the County to a permitted disposal facility. The Facility permit limit is 400 tons per day. The County Facility is located at 14579 Industrial Park Road, Bristol, Virginia.

Approximately 200 tons per day on average of solid waste is received (6-day basis). Fluctuations have caused tonnage to reach 185 to 300 tons daily. The waste is generated from County-operated convenience sites and by paid commercial haulers in similar proportions. The waste stream has increased due to a neighboring landfill closing. **The County can make no guarantees and representations that the current estimated daily tonnages would continue in the future.**

**III. INSTRUCTIONS TO BIDDERS: BID SUBMITTAL, QUESTIONS, AND AWARD**

The following terms and conditions shall apply to this procurement.

- A. Submittal of bid. Two copies of the completed bid form and references, using the form provided with this solicitation, may be submitted by regular mail delivery (U.S. or private delivery service) or hand-delivered to Tammy Sturgill, Director; Department of Budget & Finance; County Government Center; 1 Government Center Place, Suite A; Abingdon, Virginia 24210. The County shall not accept bids by email transmittal. By submittal of a Bid in response to this solicitation, Bidder agrees to the requirements stated in Attachments 1, 2, and 3, which will be incorporated into the Contract awarded as a result of this Solicitation unless specifically stated otherwise in such Contract.

**Invitation for Bids**  
**Solid Waste Transportation and Disposal Services**

- B. Deadline for County receipt. Bids must be received by the County no later than: 3 p.m. August 24, 2023 (Due Date). Bids received after the deadline, postmark notwithstanding, shall be rejected.
- C. Form of bid.
- a. Bid must be made using the form provided with this Solicitation.
  - b. Bid must include references using the form provided with this Solicitation.
  - c. Two copies of the Bid must be submitted in a sealed envelope or package that is clearly marked with the Bidder's name and address and with: "Bid for Solid Waste Transportation and Disposal Services".
  - d. Bids must be signed in ink by an official authorized to bind the Bidder.
- D. Rejection if bid in improper form. Bidder's failure to submit a bid on the bid form provided with this Solicitation and with all information required by this Solicitation shall be a cause for rejection of the bid. Modification of or additions to any portion of the bid form may be cause for rejection of the bid; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the County may, in its sole discretion, request that Bidder withdraw or modify non-responsive portions of a bid that do not affect quality, quantity, price, or delivery.
- E. Questions, clarification of terms, and modification. Questions to clarify the terms of this Solicitation shall be submitted by email no later than five working days before the Due Date to [tcopenhaver@washcova.com](mailto:tcopenhaver@washcova.com). The email must identify in the subject line: "Question Regarding Solid Waste Transportation and Disposal Services". There shall be no modification of the Solicitation except by written addendum issued by the County. Answers to all questions and any written addendum will be sent by email to all Bidders of whom the County is aware have interest in this Solicitation, posted on the County website, and posted on Virginia's eProcurement Portal ([eVA.virginia.gov](http://eVA.virginia.gov)). Questions to clarify this Solicitation shall not be received or answered by telephone or in-person.
- F. Optional pre-bid meeting. Not applicable.
- G. Inspection of service area. By submittal of a bid in response to this Solicitation, Bidder certifies that Bidder has inspected the service area and is aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the service area, will not be considered by the County.

**Invitation for Bids**  
**Solid Waste Transportation and Disposal Services**

- H. Period allowed for County acceptance of bid. Any bid submitted in accordance with this solicitation shall be valid for 90 days after the bid submittal deadline. At the end of the 90-day period, the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
- I. Interview. Prior to making an award pursuant to this solicitation, the County reserves the right to require Bidder to interview with a County review committee to determine whether Bidder is fully qualified to provide the goods and services as set forth herein. The interview is intended to show that Bidder is fully qualified, that Bidder's services will be provided in a completely satisfactory manner, and that Bidder is competent to meet or exceed the performance specifications. Failure by a Bidder to comply promptly with a request for interview may result in its bid being rejected.
- J. Three options offered on the bid form. Bidders are offered three options regarding transportation and disposal services. Option one is for disposal of solid waste materials. Option two is for transportation of solid waste materials from transfer station to sanitary landfill. Option three is for transportation of tires for disposal and recycling. Bidders may bid on any and all options. The County reserves the right to make multiple awards as a result of the solicitation.
- K. Award. The County reserves the right to make multiple awards as a result of this solicitation. The contract will be awarded to the lowest responsive and responsible bidder(s) that demonstrates the qualifications as required by this solicitation. The County reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to negotiate the bid price as permitted by Virginia Code § 2.2-4318 if the lowest responsive and responsible bid exceeds available funds. Failure of Bidder to execute a contract, provide certificate(s) of insurance, and, if required, file an acceptable performance security within 15 calendar days of the date of the approval for awarding of the contract as herein provided will be just and sufficient cause for the denial of the award.
- L. Applicable laws and courts. This solicitation and any resulting contract shall be governed in all respects by the law of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the court of appropriate jurisdiction in Washington County, Virginia. The Bidder shall comply with all applicable federal, state and local laws, rules and regulations. Claims against the County for damages shall proceed as required by Title 15.2, Chapter 12, Article 4 of the Code of Virginia (1950, as amended).

**Invitation for Bids**  
**Solid Waste Transportation and Disposal Services**

- M. Ethics in public contracting. By submitting their bid, Bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with their bid, 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.
- N. Debarment status. By submitting their bid, Bidder certifies that they are not currently debarred by the Commonwealth of Virginia or County of Washington, Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Bidder further certifies that they are not debarred from filling any order or accepting any resulting order, and that they are not an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or County of Washington, Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- O. Investigation of qualifications of bidder. Bidder agrees to cooperate with such reasonable investigation as the County deems proper and necessary to determine the ability of Bidder to satisfy the terms of any contract that may be awarded pursuant to this Solicitation. Investigation may include inspection of Bidder's physical facilities prior to award to satisfy questions regarding Bidder's capabilities. Further, the County reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the County that such bidder is properly qualified to fulfill the obligations of the contract.
- P. Testing and inspection. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- Q. Mandatory Use of County Forms, Terms and Conditions, and County Contract. Unless otherwise specified in the Solicitation, all bids must be submitted on the forms provided by the County. Failure to submit a bid on the County form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Solicitation including the General Terms and Conditions may be cause for rejection of the bid, however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject a bid. The Terms and Conditions are mandatory provisions of all Solicitations and all Contracts of the County. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.



**Invitation for Bids**  
**Solid Waste Transportation and Disposal Services**

The Terms and Conditions and Instructions to Bidders and Contractors shall apply to all purchases and be incorporated into and be a part of each Solicitation and every Contract awarded by the County unless otherwise specified by the County in writing. Bidders and Contractors or their authorized representatives are expected to inform themselves fully as to these Terms and Conditions before submitting bids to and/or entering into any Contract with the County. Failure to do so will be at the Bidder's or Contractor's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, state, and local laws, policies, resolutions, regulations, rules, limitations and regulations, including the County's procurement policies and procedures, bids on all Solicitations issued by County will bind Bidders, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules, and requirements herein set forth unless otherwise specifically set forth by the County in writing in the Solicitation or Contract. All provisions of the Terms and Conditions are material to any Contract between the County and Contractor.

All Contracts shall be in a form prepared by the County and approved by the County Attorney or his/her designee. All County procurements shall use Standard Contract Forms and Terms and Conditions. Any proposals, quotes, and contracts that contain additional terms and conditions, are on non-standard forms, or make changes to the County's standard contract language shall be reviewed by the County Attorney, or his/her designee to determine if the County's Standard Contract and Terms and Conditions requires modification prior to award of the Contract.

## Attachment 1 – QUALIFICATIONS/SCOPE OF WORK

Solid Waste Transportation and Disposal Services

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The headings, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract.

County of Washington, Virginia seeks to receive bids on a price per ton basis for the services being requested. The Bidder shall reflect all costs (disposal fees, transportation costs and taxes) in its price-per-ton response. Based on past experience, the County estimates the annual flow of Solid Waste to be between 40,000 and 55,000 tons. **The County can make no guarantees and representations that the current estimated annual tonnages would continue in the future.**

### **Background:**

County does not presently operate a municipal landfill facility for the purpose of solid waste disposal. County desires to ensure the continued availability of a sanitary landfill site for the economically and environmentally sound disposition of non-hazardous solid waste material generated within the County. The County seeks to secure disposal services of County solid waste and transportation services that are economically and logistically compatible with potential disposal services. The County currently owns and operates a transfer station to facilitate the foregoing objectives of the County. The County is seeking Company(s) that offers transportation and disposal services consistent with the foregoing objectives of the County.

### **Definitions:**

Convenience Stations – the solid waste collection sites at various locations throughout the County from which the County collects solid waste for transportation to the Transfer Station.

County Waste Material, Solid Waste, or Waste Material – any and all Solid Waste (as defined by Virginia Law) which definition, by way of example, but not by way of limitation, shall include refuse, garbage, trash, bulky waste, small animal carcasses, and construction and remodeling debris generated within and collected by or at the direction of Washington County for sanitary landfill disposal. County Waste Material shall not include hazardous waste as defined by federal or state law or special waste as defined herein. The County shall not separate County Waste Material by waste stream or otherwise sort County Waste Material by type of waste.

Disposal Company – a provider of solid waste disposal and Sanitary Landfill services pursuant to this agreement.

Disposal Permits – any and all final and nonappealable governmental or other permits, including, but not limited to, all necessary consents, approvals, certifications, licenses, authorizations, utility connections, annexation, zoning, special use, certificate of designation or other land use designation as may be necessary for operation of the Sanitary Landfill.

Sanitary Landfill – the solid waste disposal facility identified for final disposition of County Waste Material.

Special Waste – Waste material which by operation of applicable state or federal law must be transported and disposed of separate and apart from ordinary municipal waste.



## **Attachment 1 – QUALIFICATIONS/SCOPE OF WORK**

Solid Waste Transportation and Disposal Services

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Transfer Station – the present facility owned and operated by the County at the Bristol-Washington County Industrial Park, 14579 Industrial Park Road, Bristol, Virginia.

Transportation Permits – any and all final and nonappealable governmental or other permits, including, but not limited to, consents, approvals, certifications, licenses, authorizations, fuel permits, decals, or other such operating authority necessary for the operation of a motor transport carrier of municipal solid waste.

Transporter – a provider of transportation services for County Waste Material pursuant to this Agreement.

### **Options 1 and 2 on Bid Form:**

#### **Operations:**

Subject to the terms and conditions herein, County agrees that solid waste haulers will deliver County Waste Material to the Transfer Station for transportation to the Sanitary Landfill for ultimate disposal therein. Company agrees that it will provide for legal and environmentally safe transportation of the County Waste Material from the Transfer Station to the Sanitary Landfill. Company further agrees that it shall accept title to County Waste Material upon pick-up at the Transfer Station until point of disposal of County Waste Material at the Sanitary Landfill, at which time title transfers to the Sanitary Landfill.

County and Company agree that the County shall continue to collect solid waste from the Convenience Stations and transport such waste to the Transfer Station separate and apart from this Agreement.

Company agrees that its employees will be instructed to comply with reasonable and limited instructions regarding loading, unloading and moving to tractors and trailers, departure and arrival at the Transfer Station and Sanitary Landfill of tractors and trailers, and such other instructions as the County or its designated agent may deem necessary in order to facilitate the efficient and economic shipment of Solid Waste Material.

Company agrees that it will provide transportation services reasonably within the same hours of operation of the Transfer Station. The parties further agree that the following holidays may be observed by Company on which dates transportation services shall not be provided by the Company: New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day.

Company shall maintain the Sanitary Landfill open for performance of this Agreement between the hours of 6:30 a.m. and 4:30 p.m., Monday through Friday. In the event that the County declares emergency conditions, Company shall keep the Sanitary Landfill open for disposal of unusual amounts of solid waste material generated or created by such emergency conditions. Notwithstanding the terms in this provision, the parties expressly agree that the operating hours of the sanitary landfill are subject to any limitations or prohibitions in Company's applicable operating permits.

The following holidays may be observed by Company on which dates the Sanitary Landfill may, in the discretion of the Company, be closed: New Year's Day, Memorial Day, Independence Day (July 4<sup>th</sup>), Labor Day, Thanksgiving Day and Christmas Day.



## **Attachment 1 – QUALIFICATIONS/SCOPE OF WORK**

Solid Waste Transportation and Disposal Services

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The County may maintain in good working order at the Transfer Station and have available on all days on which the Transfer Station is open, a scale to be used in weighing County Waste Material deposited at the Transfer Station. The County agrees to cause normal maintenance and calibration of the scale to be performed in accordance with manufacturer's recommendation. Company may, on a monthly basis and during normal business hours, inspect the scale and test the accuracy of same.

The parties agree that Special Waste will not be transported from the Transfer Station without prior approval of Company and without compliance with applicable state and federal laws and company's waste protocol procedures governing the same. Company agrees to provide a current copy of its waste protocol to the County upon request.

The parties agree that when it is economically convenient, the County's Transfer Station Manager will have the right to direct a County Resident, or its agent, to deliver Waste Materials directly to the Landfill. Company agrees that it will accept direct delivery of such Waste Material provided that the Transfer Station Manager certifies to Company that Waste Material being delivered by the County Resident, or its agent is of the same nature as Waste Material that would otherwise be accepted at the County Transfer Station. Company agrees it will charge the County Resident, or its agent, a fee for disposal not to exceed Company's prevailing gate rate.

Company in no way waives its right to inspect Waste Material delivered by County, a third-party transportation service provider, or a County Resident or its agent as referenced in the foregoing paragraph, to ensure that said Waste Material is of the nature deemed acceptable by the terms of this Agreement, nor does it waive its right to reject such Waste Material when inspection reveals that the same is otherwise unacceptable by the terms of this Agreement.

### **Equipment and Drivers:**

Company agrees to provide to the County, continuously throughout the Term of Agreement, a minimum of two (2) tractors suitable for long-distance hauling and for waste transportation service with said tractors to be employed in rotation between the Transfer Station and the Sanitary Landfill. Tractors made available to the County under this provision shall not be older than four (4) model years. Each tractor provided pursuant to this Agreement shall be conspicuously designated with an identification number at all times while in service pursuant to this Agreement. All hauling trailers shall be kept in good working order including the tarping systems.

Company agrees to provide to the County, continuously throughout the Term of Agreement, a minimum of six (6) trailers, open top, one hundred and eight (108) cubic yard minimum capacity, for waste disposal service, said trailers to be employed in rotation between the Transfer Station and the Sanitary Landfill, plus, upon reasonable notice from the County, an additional trailer, open top, one hundred and eight (108) cubic yard minimum capacity after holidays and upon other circumstances resulting in greater than normal volume accumulation of County Solid Waste at the Transfer Station. Each trailer provided pursuant to this Agreement shall be conspicuously designated with an identification number at all times while in service according to this Agreement.



## **Attachment 1 – QUALIFICATIONS/SCOPE OF WORK**

Solid Waste Transportation and Disposal Services

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Company agrees to provide a fully operational yard tractor equipped with an operational engine and pre-heating unit, to County for movement of trailers at the County Transfer Station and further agrees to provide reasonable and necessary maintenance for this vehicle, including, but not limited to, providing lubricants, fuel and tires. The yard tractor provided pursuant to this Agreement shall be conspicuously designated with an identification number at all times while in service according to this Agreement.

Company agrees that it will provide qualified, licensed drivers for each tractor, excluding the yard tractor, throughout the term of this Agreement, and that the drivers will work in accordance with the needs for the County Transfer Station manager to remove Waste Material in a timely and environmentally safe manner. The parties expressly understand that the drivers are employees of the Company and that County is in no way liable for any aspect of employment of these drivers. Company further agrees that should any driver be deemed, in writing, by County to be unsuitable to render service pursuant to this Agreement, Company shall replace the driver as soon as possible after receipt of a written statement from the County requesting replacement.

Company agrees that upon reasonable notice from the County of the receipt of unusual volumes of Solid Waste, it will dispatch additional equipment and drivers to provide transportation of the same to the Sanitary Landfill and that if such additional equipment and drivers cannot be dispatched, County has the right to temporarily secure additional transportation services from a third party until such time as County deems adequate.

Company agrees that should any of the equipment provided to the County for purposes of this Agreement become inoperable for a period of greater than four (4) hours, County shall notify a designated official of the Company and Company shall immediately dispatch a suitable replacement for that equipment.

Company agrees that should any of the aforementioned equipment be removed from operations pursuant to this Agreement, in accordance with the preceding provision, for four (4) or more days in any thirty (30) day period County may identify, in writing, that particular piece of equipment as being unserviceable and Company shall provide a suitable replacement therefore. Company further agrees that any equipment so designated shall not be utilized for purposes of solid waste disposal during the remainder of this Agreement.

### **Permits and Compliance:**

Company agrees that it shall be responsible for securing the requisite and applicable permits and authorizations for the operation of all equipment and of Sanitary Landfill necessary to render service pursuant to this Agreement, from any and all federal, state and local governmental agencies having jurisdiction over such solid waste transportation and disposal operations. County shall be responsible for securing the requisite and applicable permits and authorizations for the operation of Transfer Station from any and all federal, state and local governmental agencies having jurisdiction over such transfer station operations.

Company agrees to employ commercially licensed operators, as required by applicable state and federal law, to provide transportation service pursuant to this Agreement and further agrees that it will diligently screen potential employees to ensure that they qualified in accordance with this provision



## **Attachment 1 – QUALIFICATIONS/SCOPE OF WORK**

Solid Waste Transportation and Disposal Services

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### **Option 3 on Bid Form:**

#### **Tire Disposal:**

Company shall provide one (1) one hundred and eight (108) cubic yard trailer for collection of tires at the County Transfer Station. Tires received by County include those from passenger cars, light trucks, and heavy trucks/tractor trailers. Tires not accepted include those from off-road vehicles, heavy machinery, and large airplanes, as well as, solid tires of any kind, high floatation tires wider than 12 (twelve) inches, and any tires on rims. Tires must be free of debris such as dirt, trash or other waste.

Company shall provide transportation of the one hundred and eight (108) cubic yard trailer for the tires for disposal.

#### **Permits and Compliance:**

Company agrees that it shall be responsible for securing the requisite and applicable permits and authorizations for the operation of all equipment and of Sanitary Landfill necessary to render service pursuant to this Agreement, from any and all federal, state and local governmental agencies having jurisdiction over such solid waste transportation and disposal operations. County shall be responsible for securing the requisite and applicable permits and authorizations for the operation of Transfer Station from any and all federal, state and local governmental agencies having jurisdiction over such transfer station operations.

Company agrees to employ commercially licensed operators, as required by applicable state and federal law, to provide transportation service pursuant to this Agreement and further agrees that it will diligently screen potential employees to ensure that they qualified in accordance with this provision.



## Attachment 2 – SPECIAL TERMS AND CONDITIONS

Solid Waste Transportation and Disposal Services

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The headings, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract.

### Special Terms & Conditions

1. Term of Contract. Any contract awarded pursuant to this Solicitation shall be for a period commencing July 1, 2024, and terminating June 30, 2029, subject to optional renewal for two (2) additional five (5) year periods as provided for herein.

At the option of the County, the Contract may be renewed for two additional five-year periods, from July 1, 2029, until June 30, 2034, and July 1, 2034 until June 30, 2039. Renewal pursuant to this provision shall be automatically effective unless the County provides to Company notice of non-renewal no later than thirty (30) days prior to the termination date.

Parties agree that beginning in year six (6) of the Contract term, the County shall have the right to present notice of its intention to terminate the Contract should the County become aware of the availability of substantially similar, waste disposal services by a third party, provided that such services are available to the County for a service fee that is at a minimum five percent (5%) cheaper than the applicable service fee established by the Contract. County must provide Company documented proof of the available lower service fee and written notice of its intention to terminate the Contract under this provision, at least one hundred and eighty days (180) prior to the effective termination date. Company may negate County's intention to terminate by reducing its service fee within sixty (60) days of its receipt of the County's notice of intention to terminate to a rate equal to that of the available lower service fee. If Company does not reduce its service fee within this period, the County may terminate the Contract one hundred and eighty (180) days after Company's receipt of County's notice of intention to terminate.

In the event that Company should reduce its service fee according to the preceding provision, said reduced service fee shall operate as the applicable figure for inflationary adjustment calculations allowed in the Contract as if the figure had not been reduced.

2. Performance Bond and Payment Bond. A performance security instrument (bond or letter of credit) may be required of the Contractor prior to providing goods/services. The form of instrument to be provided as surety must be approved by the County. Failure to execute a contract and file an acceptable performance security and certificate of insurance within 30 days of the date of the approval for awarding of the contract as herein provided, will be just and sufficient cause for the denial of the award. Company agrees to provide County a performance bond, or equivalent security instrument, for the one hundred twenty-five percent (125%) of the cost of six (6) months of transportation and disposal service as provided in the Contract, said bond being provided at least thirty (30) days prior to actual commencement of service and remaining in effect for the duration of the Contract.



## Attachment 2 – SPECIAL TERMS AND CONDITIONS

Solid Waste Transportation and Disposal Services

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3. Liquidated Damages. Work shall be completed in a professional manner in accordance with the terms of the Contract. For the purposes of computing liquidated damages under the provisions of the Contract, it is understood that the County may deduct from payments due or to become due to the Company amounts as liquidated damages upon proof of damages by the County. Failure of the Company to fulfill certain aspects of the Contract shall carry monetary penalties as payments due to the County as follows:
  - a. Failure to deliver empty trailer(s) within a timely manner that impedes operations--\$500 per day per container.
  - b. Failure to maintain secure loads of materials, and allowing materials to fall out or blow out of containers being hauled onto State, City, and County roads--\$500 per incident.
  - c. Failure to respond to and resolve complaints within 2 weeks--\$1,000 per incident.
  - d. Failure to provide efficient landfill operations such that the off-loading of solid waste is impeded at the disposal site due to poor site maintenance--\$1,500 per incident.
4. Service Delivery. If Company is unable to perform the duties under the Contract, the County may procure them from another service provider and the Company will be responsible for any additional costs incurred.
5. Fee Structure.

### **Option 1: Disposal of Solid Waste Materials**

Company agrees to provide disposal service for County Waste Material for price per ton as indicated on bid form during years one, two, and three of the Contract. This figure shall constitute the Initial Service Fee for purposes of calculating any inflationary adjustments as provided herein. The parties expressly agree that this fee structure is based upon an average tractor-trailer weight of twenty (20) tons and that such an average is material to the terms and conditions of this contract. Should this average weight be reduced over a substantial period of time, the parties agree that the per-ton figure shall be renegotiated and adjusted accordingly.

Company agrees to provide, annually, a credit for fifty (50) tons of disposal of Waste Material at no cost to County in the event the County declares disaster or emergency circumstances. County may use the credit at its discretion with reasonable notice to the Company. This credit does not include the cost of transportation for said waste material.

The parties further agree that beginning in year four (4) of the Agreement an allowance for inflationary increases in the cost of disposal services may be allowed in accordance with the following criteria:

Commencing with the fourth July 1 following the date of this Agreement and on each July 1 thereafter, the Initial Service Fee shall be adjusted and revised according to the Consumer Price Index South formula as set forth in Exhibit "A" attached hereto and incorporated herein by reference. As soon as practicable after the said annual





## Attachment 2 – SPECIAL TERMS AND CONDITIONS

Solid Waste Transportation and Disposal Services

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anniversary date of each year, Company shall notify County of such rate adjustment and upon request provide the supporting data that is the basis for the rate adjustment. Each successive twelve (12) month period of operation shall constitute one (1) year.

The adjusted Initial Service Fee shall then constitute the base service fee for purposes of future annual allowances for inflationary increases in accordance with this paragraph.

The parties agree that in no case shall the adjustment allowed for inflationary increases, as described above, exceed two percent (2 %) of the previous year's service fee without prior written approval of such an increase by County. In such cases County shall have the right to request substantial documentation of economic data supporting an increase exceeding two percent (2 %) and may reject any increase over two percent (2 %) where such data does not clearly support the excess. Company may at its discretion adjust the service fee in order to pass through to County pro rata costs for mandated taxes, fees, or other similar legally required expenses associated with operating the Sanitary Landfill. Company agrees to provide documentation of such fees upon County's request.

The parties agree that any mandatory fees imposed upon disposal providers by federal, state, or local government authorities, after the commencement of this Agreement, may be passed on to County at the actual cost of such fees thirty (30) days after submittal of written documentation of imposition of such fees. Such fees shall not be subject to the above-referenced CPI adjustment.

### **Option 2: Transportation of Solid Waste Materials from Transfer Station to Sanitary Landfill**

Company agrees to provide transportation service for County Waste Material from Transfer Station to Sanitary Landfill for price per ton as indicated on bid form during years one, two, and three of the Contract. This figure shall constitute the Initial Service Fee for purposes of calculating any inflationary adjustments as provided herein. The parties expressly agree that this fee structure is based upon an average tractor-trailer weight of twenty (20) tons and that such an average is material to the terms and conditions of this contract. Should this average weight be reduced over a substantial period of time, the parties agree that the per-ton figure shall be renegotiated and adjusted accordingly.

Company agrees to provide, annually, a credit for fifty (50) tons of disposal of Waste Material at no cost to County in the event the County declares disaster or emergency circumstances. County may use the credit at its discretion with reasonable notice to the Company. This credit does not include the cost of transportation for said waste material.

The parties further agree that beginning in year four (4) of the Agreement an allowance for inflationary increases in the cost of transportation services may be allowed in accordance with the following criteria:

Commencing with the fourth July 1 following the date of this Agreement and on each July 1 thereafter, the Initial Service Fee shall be adjusted and revised according to the Consumer Price Index South formula as set forth in Exhibit "A" attached hereto and incorporated herein by reference. As soon as practicable after the said annual



## Attachment 2 – SPECIAL TERMS AND CONDITIONS

Solid Waste Transportation and Disposal Services

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anniversary date of each year, Company shall notify County of such rate adjustment and upon request provide the supporting data that is the basis for the rate adjustment. Each successive twelve (12) month period of operation shall constitute one (1) year.

The adjusted Initial Service Fee shall then constitute the base service fee for purposes of future annual allowances for inflationary increases in accordance with this paragraph.

The parties agree that in no case shall the adjustment allowed for inflationary increases, as described above, exceed two percent (2 %) of the previous year's service fee without prior written approval of such an increase by County. In such cases County shall have the right to request substantial documentation of economic data supporting an increase exceeding two percent (2 %) and may reject any increase over two percent (2 %) where such data does not clearly support the excess. Company may at its discretion adjust the service fee in order to pass through to County pro rata costs for mandated taxes, fees, or other similar legally required expenses associated with operating the Sanitary Landfill. Company agrees to provide documentation of such fees upon County's request.

The parties agree that any mandatory fees imposed upon transportation providers by federal, state, or local government authorities, after the commencement of this Agreement, may be passed on to County at the actual cost of such fees thirty (30) days after submittal of written documentation of imposition of such fees. Such fees shall not be subject to the above-referenced CPI adjustment.

### **Option 3: Transportation of Tires for Disposal or Recycling**

Company agrees to provide transportation service for tires for disposal or recycling for price per ton as indicated on bid form during years one, two, and three of the Contract. This figure shall constitute the Initial Service Fee for purposes of calculating any inflationary adjustments as provided herein. The parties expressly agree that this fee structure is based upon an average tractor-trailer weight of twenty (20) tons and that such an average is material to the terms and conditions of this contract. Should this average weight be reduced over a substantial period of time, the parties agree that the per-ton figure shall be renegotiated and adjusted accordingly.

The parties further agree that beginning in year four (4) of the Agreement an allowance for inflationary increases in the cost of transportation services may be allowed in accordance with the following criteria:

Commencing with the fourth July 1 following the date of this Agreement and on each July 1 thereafter, the Initial Service Fee shall be adjusted and revised according to the Consumer Price Index South formula as set forth in Exhibit "A" attached hereto and incorporated herein by reference. As soon as practicable after the said annual anniversary date of each year, Company shall notify County of such rate adjustment and upon request provide the supporting data that is the basis for the rate adjustment. Each successive twelve (12) month period of operation shall constitute one (1) year.



## **Attachment 2 – SPECIAL TERMS AND CONDITIONS**

Solid Waste Transportation and Disposal Services

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The adjusted Initial Service Fee shall then constitute the base service fee for purposes of future annual allowances for inflationary increases in accordance with this paragraph.

The parties agree that in no case shall the adjustment allowed for inflationary increases, as described above, exceed two percent (2 %) of the previous year's service fee without prior written approval of such an increase by County. In such cases County shall have the right to request substantial documentation of economic data supporting an increase exceeding two percent (2 %) and may reject any increase over two percent (2 %) where such data does not clearly support the excess. Company may at its discretion adjust the service fee in order to pass through to County pro rata costs for mandated taxes, fees, or other similar legally required expenses associated with operating the Sanitary Landfill. Company agrees to provide documentation of such fees upon County's request.

The parties agree that any mandatory fees imposed upon transportation providers by federal, state, or local government authorities, after the commencement of this Agreement, may be passed on to County at the actual cost of such fees thirty (30) days after submittal of written documentation of imposition of such fees. Such fees shall not be subject to the above-referenced CPI adjustment.



## **Attachment 3 – GENERAL TERMS AND CONDITIONS**

Solid Waste Transportation and Disposal Services

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The headings, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract.

### **General Terms and Conditions**

#### **Payment**

1. Form of payment. All invoices shall be directed to the payment address shown on the purchase order/contract. All invoices shall show the County purchase order number and the Contractor's federal employer identification number.
2. Timing of payment. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after the invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than forty-five (45) days, however.

#### **Tax exemptions**

3. Tax exemption. The County is exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request.
4. Direct purchase. Not applicable.

#### **Contractor Qualifications & Performance**

5. Contractor licensure. Contractor shall maintain a valid licensure as well as any and all other licensure and registration required for performance of this Contract.
6. Independent contractor. The selected contractor is an independent contractor and shall not be deemed the agent of the County of Washington for any purpose whatsoever. No contractor's employee or sub-contractor shall hold himself out as an employee of the County of Washington and none shall have power or authority to bind or obligate the County of Washington in any manner. Contractor shall be liable for and pay all taxes required by local, state, or federal governments or any other taxes and permits required by law. Contractor shall adhere to any and all regulations and stipulations governing the operation and work of such contractor for the duration of this contract. The County of Washington shall in no manner be held liable for the Contractor's disregard for required work related regulations. Under no circumstances or conditions shall the operation of the Contractor equipment by Contractor in accordance with this Contract be deemed a public function, nor has County acquired an interest, ownership or otherwise in the real or personal property of the Contractor by virtue of this Contract.



### **Attachment 3 – GENERAL TERMS AND CONDITIONS**

Solid Waste Transportation and Disposal Services

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7. No subcontract or assignment. No portion of the work to be performed pursuant to this Contract shall be subcontracted or assigned without the written consent of the County.
8. Contract performance. Contractor shall perform all work pursuant to this Contract in accordance with manufacturers' instructions, construction industry standards, and in a workmanlike manner.
9. Asbestos. Not applicable
10. Repair of damage. Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the Contractor's expense.
11. Final Inspection. Upon completion of all contract requirements, Contractor shall demonstrate to the County Project Manager that the project is fully operational and in compliance with contract specifications. The County reserves the right to conduct any test/inspection it may deem advisable to assure materials and services conform to the specifications. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to County's final acceptance of the work. Alternatively, at the County's sole discretion, the County may direct in writing that the County does not require replacement or correction, and an equitable adjustment to the contract price may be negotiated.
12. Record retention and audit. Contractor shall retain all books, records, and other documents relative to this contract for 5 years after final payment, or until audited by the County or its authorized agent, whichever is sooner.
13. Indemnification. The Contractor shall indemnify and hold harmless the County against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under this contract. Contractor agrees to protect, indemnify, defend and save harmless County, its present and future officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees), arising out of or relating to Contractor's negligent or willful acts or omissions related to the maintenance and operation of Contractor equipment and transportation of Solid Waste and maintenance and operation of Sanitary Landfill, except of reoccurrences caused by or arising out of the negligence or willful conduct of County, its officers, employees, agents or subcontractors.



### Attachment 3 – GENERAL TERMS AND CONDITIONS

Solid Waste Transportation and Disposal Services

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The parties expressly agree that the services set forth herein are exclusively by way of contract and that under no circumstances is Contractor acting as an agent of County. As such any and all claims that might arise under the Unemployment Compensation Act or of the applicable state Worker's Compensation Laws on behalf of personnel employed by Contractor shall in no way be the responsibility of County and furthermore Contractor agrees to indemnify County for any and all expenses, to include reasonable attorney's fee, incurred by County in defending such claims.

14. Insurance requirement. Contractor shall provide and maintain during active transportation services Worker's Compensation Insurance, which shall meet the requirements of the states wherein the transportation services are provided. Contractor hereby agrees to indemnify County, its elected and appointed officials, employees and volunteers and others working on behalf of County, for any and all liability or responsibility that results from anyone claiming through or as an employee of Contractor by way of subrogation or otherwise, for any loss resulting from injury incurred in the course of performance of the Contract on behalf of County. Contractor shall provide and maintain during the contract Public Liability Insurance, to protect against all claims arising out of Contractor's operations that result in bodily injury, death or property damage suffered in connection with Contractor's services hereunder. The policy or policies shall contain an Endorsement in the form of the attached Exhibit B regarding Notice of Cancellation. Contractor shall maintain insurance to meet the minimum requirements specified below, including contractual liability as stated in these General Terms and Conditions. Within 15 calendar days of award of the contract, Contractor shall deliver to the County a Certificate of Insurance from carriers acceptable to the County specifying such limits. The Certificate shall show the County of Washington named as an additional insured for the Comprehensive General Liability. In addition, Contractor or its insurer shall give the County 30 days advance notice of its decision to cancel coverage, which shall be grounds for County termination of contract. On or within thirty 30 days of July 1 annually, Contractor shall furnish County evidence that the insurance required of it is in force. The County shall be added as an additional insured to the Public Liability Insurance policy referenced in this section. Liability Insurance Coverage requirements:

1. Worker's Compensation and Employer's Liability  
Coverage A - Statutory Requirements  
Coverage B - \$1,000,000 Per Occurrence  
Coverage C - \$1,000,000/\$1,000,000 Accident and/or Disease  
All States Endorsement
  
2. Automobile Liability, including Owned, Non-Owned, and Hired Car Coverage  
Limits of Liability



**Attachment 3 – GENERAL TERMS AND CONDITIONS**

Solid Waste Transportation and Disposal Services

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	Combined Single Limit	\$1,500,000
3.	Comprehensive General Liability Limits of Liability:	
	Per Occurrence	\$2,000,000
	In Aggregate	\$2,000,000
	Including:	
	A. Completed Operations/Products	
	B. Contractual Liability for Specified Agreement	
	C. Personal Injury and Advertising Injury	
	D. Bodily Injury and Broad Form Property Damage	
4.	Excess Umbrella	
	In Aggregate	\$5,000,000

15. Insurance discretion of County. If the insurance coverage and limits stated herein cannot be provided, the County Director of Department of Budget and Finance, in such Director's sole discretion, may approve such other insurance coverage or limits that the County Director of Department of Budget and Finance deems acceptable.

County constitutional limitation

16. Constitutional limitation. The County obligations pursuant to this Contract are moral obligations subject to the limitations of the constitution and law of the Commonwealth of Virginia, subject to annual appropriation by the Board, and non-appropriation shall not constitute grounds for recovery against the County or Authority. The covenants of the County as stated herein shall not be interpreted to establish any pledge, security interest, lien, or other encumbrance of the full faith and credit or property of the County. State law and constitution prohibit Washington County from expenditure of funds unless appropriated by the Washington County Board of Supervisors and from obligating funds beyond the current fiscal year (July 1 – June 30). Therefore, notwithstanding any provision in this contract to the contrary, if the Washington County Board of Supervisors does not appropriate funds for the continuance of this contract in any future fiscal year, this contract and all obligations hereunder shall automatically terminate upon depletion of the currently appropriated funds, without penalty to the County.

Contract

17. Non-waiver of rights. No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder,



### Attachment 3 – GENERAL TERMS AND CONDITIONS

Solid Waste Transportation and Disposal Services

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nor a custom or practice of the parties at variance with the terms hereof, nor any payment constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by the County to act on or to assert any right hereunder does not constitute a waiver of such right.

18. Binding effect. This Contract shall be binding upon all heirs, successors, and/or assigns to any of the parties to this Contract, subject to limitations of law for the County as stated herein.
19. Modification and assignment. This Contract may be modified or assigned only by written agreement signed by all parties hereto. In the event of such assignment or transfer, the assignee shall assume the liability of the Contractor, but such assumption of liability shall not relieve Contractor of liability under this Contract.
20. Change orders. Any change in the scope of work to be performed, materials to be used, price of project, schedule for completion, or other aspect of performance of the contract shall require a written modification of the contract, which shall be called a Change Order. Unless it is not feasible to do so, Change Orders shall be prepared using the County-provided form for Change Orders. BEFORE proceeding with any additional work or variations in specified materials, Contractor shall obtain a written Change Order signed by both parties to the contract or, at minimum, email authorization from the County. The only persons authorized to sign a Change Order on behalf of the County or to provide email authorization for a Change Order shall be the Project Manager as specified in the Contract and the County Administrator. The County shall not pay any additional expense incurred by Contractor based on an oral-only change agreement. The Change Order shall be come effective only after it has been signed on behalf of both parties to the Contract by the authorized representatives, or if authorized by email, clearly transmitted by emails between such authorized representatives that address all matters that are covered by the Change Order form and that communicate both parties' agreement. Both parties to the contract agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order.
21. Sovereign immunity. Nothing in this Contract shall be construed as an express or implied waiver of the County's sovereign or Eleventh Amendment immunity, as a political subdivision of the Commonwealth.
22. Governing laws. This Contract shall be governed by the laws of the Commonwealth of Virginia. In the event of dispute, the affected party shall provide written notice of dispute to all other parties. The parties shall make all reasonable efforts to resolve differences by negotiation. However, in the event that a resolution by negotiation is not reached within a reasonable time, the parties may proceed to mediation or litigation.





### Attachment 3 – GENERAL TERMS AND CONDITIONS

Solid Waste Transportation and Disposal Services

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23. Litigation venue. Venue for litigation shall be in the Circuit Court of the County of Washington, Virginia. All parties to this Contract have standing to enforce any covenants, terms, provisions, and contracts set forth herein.
24. Complete agreement. This Contract sets forth all of the promises, contracts, conditions, and understandings between the parties respecting the subject matter hereof and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and contracts between parties concerning such subject matter.
25. Severance clause. If any provision of this Contract shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, the remainder of this Contract shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Counterparts and electronic signature. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures or signed copies sent by portable document format (PDF) shall be deemed originals.

#### Disputes, failure to perform, termination

27. Failure to deliver. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
28. Termination of contract:
- a. County or Contractor may terminate this Contract for convenience upon giving the other party sixty (60) calendar days prior written notice. County shall within sixty (60) calendar days after the date of termination pay Contractor for all services rendered and all costs incurred up to the date of termination in accordance with the applicable fee schedule. The parties agree that in the event the County should become financially unable to sustain payment of the prevailing service fee, it may terminate this Contract upon sixty (60) days written notice and documentation of the same.
  - b. County may terminate the Contract for cause subject to the following provisions. Prior to termination of the contract, the County shall give Contractor fifteen (15) calendar days prior written notice, during which Contractor may rectify the cause of the termination. County may postpone the effective date of the termination, at its sole discretion. If rectified to the satisfaction of the County within said fifteen (15)



### Attachment 3 – GENERAL TERMS AND CONDITIONS

Solid Waste Transportation and Disposal Services

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- days or such other time as allowed by County, County may rescind the notice of termination. If it does not, then the County (1) may cure the breach at the expense of the breaching party; (2) terminate the contract for cause by giving written notice to the Contractor at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; and (3) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to recover damages or loss suffered as a result of such termination. In the event that the non-breaching party waives breach by the breaching party, such waiver shall not be construed or determined to be a continuing waiver of the same with regard to any subsequent breach of the same covenant. No modification, release, discharge or waiver of any provision hereof shall be of any continuing force or effect unless in writing, signed by all parties to this Contract.
- c. In the event that Contractor fails to renew an existing mandatory permit, or to obtain a mandatory permit that should be required in the future, Contractor shall promptly provide notice of such failure to the County by certified mail and any other reasonable and expedient means of communication. Upon receipt of such notice, County will initiate procedures to secure new contracts for transportation and disposal of County Waste Material. If the lack of permit prohibits use of the Sanitary Landfill, Contractor shall provide transportation from the Sanitary Landfill to another similar facility which contains modern environmental safeguards and which meets the applicable federal, state, and local regulations necessary for non-hazardous waste disposal and further to secure, at no additional costs to the County beyond those costs herein provided, the subsequent legal disposal of the County Waste Material until County enters into a new contract for transportation and disposal of County Waste Material.
- d. Written notice of termination, whether initial or given after a period of postponement, may be served upon the contractor by U.S. mail or any other means at Contractor's last known place of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) business days, by posting the notice at the job site. Contractor's failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
29. Termination for cause. Without limitation, the following are bases for termination for cause, County may terminate the contract in the event Contractor fails to remain in compliance with applicable requirements for permitting, insurance, registration to do business in the Commonwealth of Virginia for the purposes required by the contract. From and after the Commencement Date, the Contractor's performance hereunder may be suspended and its



### **Attachment 3 – GENERAL TERMS AND CONDITIONS**

Solid Waste Transportation and Disposal Services

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obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of Contractor unless such cause or causes are a result of action or nonaction by the Contractor. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage, national defense requirements.

30. Termination for bankruptcy or acquisition by third party. The County may terminate the Contract if Contractor files for bankruptcy protection or is acquired by an independent third party. Contractor must disclose to the County any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes the County to immediately terminate the Contract.
31. Immediate termination. In the event of Contractor conduct that exhibits reckless disregard for the consequences of its conduct and its performance of services pursuant to this Contract, County, at its sole discretion, may immediately terminate the Contract upon written notice to Contractor. Additionally, in the event of voluntary or involuntary action that results in either the Contractor coming under the jurisdiction of federal bankruptcy court or assignment to a receivership, the County shall have sole discretion to terminate this contract immediately.

#### Compliance with laws

32. No illegal aliens. Contractors certify that they do not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
33. Drug-free workplace.
  - a. Contractor acknowledges and certifies that it understands that the following acts by Contractor, its employees, and/or agents performing services on County property are prohibited: (i) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and (ii) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
  - b. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the County in addition to any criminal penalties that may result from the conduct.
34. Federal laws. Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964 (as amended), the Americans With Disabilities Act (as amended), the Virginia Human Rights Act, and the Virginians with Disabilities Act. If the award is made to a faith-based



### Attachment 3 – GENERAL TERMS AND CONDITIONS

Solid Waste Transportation and Disposal Services

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organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided: however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

In every contract over \$10,000.00, the contractor agrees as follows:

- a. Contractor shall 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. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- e. The requirements of this section are a material part of the contract. If the contractor violates one of these provisions, the County may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from contracting regardless of whether the specific contract is terminated.



**Attachment 4 – BID FORM**

Solid Waste Transportation and Disposal Services

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**ALL BIDS MUST BE SUBMITTED ON THIS BID FORM.**

The undersigned, as Bidder, hereby declares that the only person or persons interested in this bid as principal or principals is or are named herein and that no other person or firm herein mentioned has any interest in this bid; that this is made without connection with any other person or company or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

Bidder further declares that they have examined the specifications of the materials and services and informed themselves fully in regard to all the conditions pertaining to the materials and services; that they have examined the specifications relative thereto, and have read all special provisions furnished prior to the submittal of the bid; that they have satisfied themselves relative to the materials and service to be provided.

Bidder agrees, if this bid is accepted, to furnish all necessary materials and services in accordance with this bid necessary to complete the Contract In full and complete accordance with the shown, noted, described and reasonably implied requirements of the Invitation for Bid attached hereto to the full and entire satisfaction of Washington County, with the definite understanding that no money will be allowed for extra work except as set forth in the attached Invitation for Bid and any contract that may result from such submitted Bid. The statement on this cover sheet shall apply to each element of each bid submitted to the County.

AGREED, \_\_\_\_\_  
(Signature of Authorized Person)

Signatory's Name (Printed): \_\_\_\_\_

BIDDER'S NAME (Business Entity): \_\_\_\_\_

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

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

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

VA STATE CORPORATION COMMISSION IDENTIFICATION NUMBER, IF ANY: \_\_\_\_\_

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

TELEPHONE NUMBER: \_\_\_\_\_



**Attachment 4 – BID FORM**

Solid Waste Transportation and Disposal Services

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Goods or Services being procured: **Disposal of Solid Waste Materials**

**ALL BIDS MUST BE SUBMITTED ON THIS FORM.** Bids will only be accepted where pricing is submitted on this bid form. Vendor quotations and other supporting documentation can be included with the bid, but bids may be rejected if pricing is not included on this Bid form. The County reserves the right to reject any and all bids.

Vendor may bid on any or all of the Options. The County reserves the right to make multiple awards as a result of this solicitation.

**Option 1:**

**Price per Ton**

Bid Price Per Ton for Disposal of Solid Waste  
Materials

\$ \_\_\_\_\_

Please list, describe, and explain any deviations or exceptions to the specifications and requirements of this solicitation to bid:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Person who prepared bid:

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_



**Attachment 4 – BID FORM**

Solid Waste Transportation and Disposal Services

Page 3 of 4

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Goods or Services being procured: **Transportation of Solid Waste Materials from Transfer Station to Sanitary Landfill**

**ALL BIDS MUST BE SUBMITTED ON THIS FORM.** Bids will only be accepted where pricing is submitted on this bid form. Vendor quotations and other supporting documentation can be included with the bid, but bids may be rejected if pricing is not included on this Bid form. The County reserves the right to reject any and all bids.

Vendor may bid on any or all of the Options. The County reserves the right to make multiple awards as a result of this solicitation.

**Option 2:**

**Price per Ton**

Bid Price Per Ton for Transportation of Solid Waste Materials from Transfer Station to Sanitary Landfill

\$ \_\_\_\_\_

Please list, describe, and explain any deviations or exceptions to the specifications and requirements of this solicitation to bid:

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Person who prepared bid:

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_



**Attachment 4 – BID FORM**

Solid Waste Transportation and Disposal Services

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Goods or Services being procured: **Transportation of Tires for Disposal or Recycling**

**ALL BIDS MUST BE SUBMITTED ON THIS FORM.** Bids will only be accepted where pricing is submitted on this bid form. Vendor quotations and other supporting documentation can be included with the bid, but bids may be rejected if pricing is not included on this Bid form. The County reserves the right to reject any and all bids.

Vendor may bid on any or all of the Options. The County reserves the right to make multiple awards as a result of this solicitation.

**Option 3:**

**Price per Ton**

Bid Price Per Ton for Transportation of Tires  
for Disposal or Recycling

\$ \_\_\_\_\_

Please list, describe, and explain any deviations or exceptions to the specifications and requirements of this solicitation to bid:

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Person who prepared bid:

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_





**Attachment 5 – REFERENCES**

Invitation for Bids for Solid Waste Transportation and Disposal Services

Page 1 of 1

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References for \_\_\_\_\_

Name of Bidder

Bidder shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, name of the contact person, email address and telephone number.

- 1. ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
TELEPHONE NO. (\_\_\_\_)\_\_\_\_\_ Email address: \_\_\_\_\_
  
- 2. ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
TELEPHONE NO. (\_\_\_\_)\_\_\_\_\_ Email address: \_\_\_\_\_
  
- 3. ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
TELEPHONE NO. (\_\_\_\_)\_\_\_\_\_ Email address: \_\_\_\_\_

This form is required to be submitted to be considered a Qualified Bidder for this solicitation.



**EXHIBIT "A"**  
**C.P.I. SOUTH FORMULA**

The Transportation and Disposal Service Fee specified in Special Terms and Conditions of this Contract shall be adjusted annually beginning July 1, 2028, and on every succeeding July 1 during the term of the Contract in order to reflect changes in the Consumer Price Index, not to exceed two percent (2 %) annual increase in the absence of compliance with procedures stated in Special Terms and Conditions. The method of adjustment shall be as follows:

$$\text{New Rate} = [\text{Old Rate}] \times [1 + (\text{Cn} - \text{Ci}) / \text{Ci}]$$

Where:

**Old Rate** = the rate in effect during the first year of the Agreement

**Ci** = the Consumer Price Index on the date of the third anniversary of the Agreement execution

**Cn** = the Consumer Price Index on the first day following the second anniversary of the Agreement and every annual anniversary date thereafter

The Consumer Price Index used shall be the Consumer Price Index for all Items Portion, New Series, for Urban Wage Earners and Clerical Workers for the South, as published by the United States Department of Labor.

*Example Rate Adjustment:*

Rate Adjustment on annual anniversary of Agreement

Old Rate = \$6.50 per ton (assume)

Ci = 115.00 (assume)

Cn = 120.00 (assume)

Calculation

New Rate = \$6.50 x [1 + (120 - 115)]

115

New Rate = \$6.50 x 1.04348

New Rate = \$6.78 (rounded)

In the event the U.S. Department of Labor, Bureau of Labor Statistics, ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

Exhibit "B" Attachment

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS  
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

**Schedule**

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONTRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THESE POLICY FOR THE PURPOSES OF COMPLYING WITH SUCH REQUEST.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: [REDACTED]

Named Insured: [REDACTED]

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: [REDACTED]

[REDACTED]