



TOWN COUNCIL – WORK SESSION MEETING

Monday, June 30, 2025 at 7:00 PM

Council Chambers – 15000 Washington St., STE 100 Haymarket, VA 20169

<http://www.townofhaymarket.org/>

AGENDA

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. TOWN MANAGER'S REPORT

IV. AGENDA ITEMS

1. Monthly Financial Report
2. Planning Commission Re-appointment
3. Planning Commission Vacancy
4. Draft Code of Ethics
5. RFP for Town Park Design
6. RFP for Compensation Plan
7. Strategic Plan Update and Discussion
8. Town Hall Site Plan Status Update

V. ADJOURNMENT

Income	Actuals	Budget	% of Budget	Comments
3110 · GENERAL PROPERTY TAXES				
3110-01 · Real Estate - Current	461,774.42	473,293.00	97.6%	
				a large increase in assessments due to increase reported by VEPCO due to underground conductors and devices
3110-02 · Public Service Corp RE Tax	25,428.49	12,600.00	201.8%	
3110-03 · Interest - All Property Taxes	1,265.61	0.00	100.0%	
3110-04 · Penalties - All Property Taxes	3,066.79	1,000.00	306.7%	
Total 3110 · GENERAL PROPERTY TAXES	491,535.31	486,893.00	101.0%	
3120 · OTHER LOCAL TAXES				
3120-00 · Transient Occupancy Tax	290,121.78	225,000.00	128.9%	Collection up to the month of April 2025
3120-01 · Bank Stock Tax	80,164.00	24,000.00	334.0%	Collected for FY2025
3120-02 · Business License Tax	492,402.35	325,000.00	151.5%	continuation of collecting BPOL renewals for FY2025
3120-03 · Cigarette Tax	125,180.88	140,000.00	89.4%	Collection up to the month of April 2025
3120-04 · Consumer Utility Tax	125,532.03	158,000.00	79.5%	
3120-05 · Meals Tax - Current	1,556,436.67	1,550,000.00	100.4%	Collection up to the month of May 2025 Taxes
3120-06 · Sales Tax Receipts	143,942.82	160,000.00	90.0%	Collection up to the monht of April 2025
3120-07 · Penalties (Non-Property)	9,731.91	5,000.00	194.6%	
3120-08 · Interest (Non-Property)	869.28	0.00	100.0%	
Total 3120 · OTHER LOCAL TAXES	2,824,381.72	2,587,000.00	109.2%	
3130 · PERMITS,FEES & LICENESES				
3130-01 · Application Fees	2,300.00	4,500.00	51.1%	
3130-03 · Motor Vehicle Fees	334.00	0.00	100.0%	Town decals
3130-05 · Other Planning & Permits	4,986.81	1,000.00	498.7%	
3130-06 · Pass Through Fees	13,532.10	15,000.00	90.2%	
Total 3130 · PERMITS,FEES & LICENESES	21,152.91	20,500.00	103.2%	
3140 · FINES & FORFEITURES				
3140-01 · Fines	26,813.42	20,000.00	134.1%	Collections up to May 2025
Total 3140 · FINES & FORFEITURES	26,813.42	20,000.00	134.1%	
3150 · REVENUE - USE OF MONEY				
3150-01 · Earnings on VACO/VML Investment	15,852.56	13,500.00	117.4%	Reconciled May 2025 currently
3150-03 · Interest on Bank Deposits	228,465.59	89,500.00	255.3%	Reconciled May 2025 currently
Total 3150 · REVENUE - USE OF MONEY	244,318.15	103,000.00	237.2%	
3151 · RENTAL (USE OF PROPERTY)				
3151-07 · Haymarket Church Suite 206	45,151.08	49,207.00	91.8%	
3151-08 · 15020 Washington Realty	58,347.96	58,348.00	100.0%	
3151-09 · 15026 Copper Cricket	29,008.18	29,008.00	100.0%	
3151-11 · Cupcake Heaven and Cafe LLC	36,913.48	36,914.00	100.0%	
3151-15 · Revolution Mortgage	7,976.28	7,312.00	109.1%	
Total 3151 · RENTAL (USE OF PROPERTY)	177,396.98	180,789.00	98.1%	
3160 · CHARGES FOR SERVICES				
3160-01 · Public Safety	5.00	0.00	100.0%	
Total 3160 · CHARGES FOR SERVICES	5.00	0.00	100.0%	
3165 · REVENUE - TOWN EVENTS				
3165-00 · Sponsorships	23,685.00	20,000.00	118.4%	
3165-01 · Town Event	88,771.38	80,000.00	111.0%	
3165-02 · Farmer's Market	17,464.50	12,000.00	145.5%	
3165-03 · Town Ornaments	7,421.25	10,000.00	74.2%	
3165-05 · Museum Revenue - Art	1,420.43	0.00	100.0%	
3165-06 · Town Hats	821.00	0.00	100.0%	
3165-07 · Town Sweatshirts - Adult	3,422.00	0.00	100.0%	
3165-08 · Town Sweatshirts - Youth	77.50	0.00	100.0%	
Total 3165 · REVENUE - TOWN EVENTS	143,083.06	122,000.00	117.3%	
3180 · MISCELLANEOUS				
3180-00 · Convenience Fee	-75.64	300.00	-25.2%	
3180-01 · Citations & Accident Reports	395.00	0.00	100.0%	
3180-03 · Miscellaneous	60.00	0.00	100.0%	
3180-04 · Reimbursement from Insurance	15,120.29	0.00	100.0%	Reimbursement from Insurance
3190 · Sale fo Salvage & Surplus				
				Sale of the old PD Sign Message board; Sale off 2017
3190-01 · Public Safety - Surplus Sales	9,400.00	0.00	100.0%	Cruiser

Total 3190 · Sale of Salvage & Surplus	9,400.00	0.00	100.0%	
Total 3180 · MISCELLANEOUS	24,899.65	300.00	8,299.9%	
3200 · REVENUE FROM COMMONWEALTH				
3200-02 · 599 Law Enforcement Grant	37,790.00	36,144.00	104.6%	4 of 4 Collection for FY2025
3200-05 · Communications Tax	67,754.19	80,000.00	84.7%	Collection up to April 2025
3200-06 · Department of Fire Programs	15,000.00	15,000.00	100.0%	
3200-11 · Personal Property Tax Reimburse	18,626.97	18,627.00	100.0%	
3200-12 · Railroad Rolling Stock	1,535.23	1,300.00	118.1%	
3200-16 · DMV Select Grant	21,144.24	27,213.00	77.7%	2nd Qt invoice; Equipment grant and DMV Hours
3200-17 · LOLE Grant	0.00	4,393.00	0.0%	
3200-18 · Educational Reimbursement	796.02	0.00	100.0%	
Total 3200 · REVENUE FROM COMMONWEALTH	162,646.65	182,677.00	89.0%	
3500 · Reserve Funds	0.00	283,000.00	0.0%	

4002 · Transfer from ARPA Funds 592,801.72 948,335.00 62.5% Funds transferred to make payment on project

Total Income	4,709,034.57	4,934,494.00	95.4%
Gross Profit	4,709,034.57	4,934,494.00	95.4%

Expense

01 · ADMINISTRATION

11100 · TOWN COUNCIL

111001 · Convention & Education	10,082.97	10,050.00	100.3%
111002 · FICA/Medicare	1,410.55	2,000.00	70.5%
111003 · Meals and Lodging	5,020.48	6,300.00	79.7%
111004 · Mileage Allowance	897.15	1,050.00	85.4%
111005 · Salaries & Wages - Regular	19,300.00	22,000.00	87.7%

Total 11100 · TOWN COUNCIL 36,711.15 41,400.00 88.7%

12110 · TOWN ADMINISTRATION

1211001 · Salaries/Wages-Regular	481,731.75	486,558.00	99.0%
1211002 · Salaries/Wages - Overtime	2,552.42	4,500.00	56.7%
1211003 · Salaries/Wages - Part Time	39,060.25	39,420.00	99.1%
1211004 · FICA/Medicare	38,767.76	40,238.00	96.3%
1211005 · VRS	72,933.95	78,978.00	92.3%
1211006 · Health Insurance	59,704.80	78,213.00	76.3%
1211007 · Life Insurance	5,682.11	5,857.00	97.0%
1211008 · Disability Insurance	2,539.09	3,360.00	75.6%
1211009 · Unemployment Insurance	1,515.12	5,995.00	25.3%
1211010 · Worker's Compensation	260.00	481.00	54.1%
1211011 · Gen Property/Liability Ins.	17,616.00	21,261.00	82.9%

1211012 · Accounting Services 26,257.72 12,000.00 218.8% overage due to Forecasting analysis being tracked here

1211014 · Printing & Binding	10,070.86	8,298.00	121.4%
1211015 · Advertising	5,374.24	9,000.00	59.7%
1211016 · Computer, Internet & Website Svc	23,171.04	28,550.00	81.2%
1211017 · Postage	2,433.24	5,000.00	48.7%
1211018 · Telecommunications	8,059.91	7,500.00	107.5%
1211019 · Mileage Allowance	993.96	2,500.00	39.8%
1211020 · Meals & Lodging	3,365.11	7,000.00	48.1%
1211021 · Convention & Education	2,535.00	10,000.00	25.4%
1211022 · Miscellaneous	897.72	2,000.00	44.9%
1211024 · Books, Dues & Subscriptions	5,789.25	21,075.00	27.5%
1211025 · Office Supplies	8,159.78	8,500.00	96.0%
1211030 · Capital Outlay-Machinery/Equip	2,917.39	5,000.00	58.3%

Total 12110 · TOWN ADMINISTRATION 822,388.47 891,284.00 92.3%

12210 · LEGAL SERVICES

1221001 · Legal Services	62,743.63	100,000.00	62.7%
Total 12210 · LEGAL SERVICES	62,743.63	100,000.00	62.7%

Services up to April 2025

12240 · INDEPENDENT AUDITOR

1224001 · Auditing Services	21,200.00	25,500.00	83.1%
Total 12240 · INDEPENDENT AUDITOR	21,200.00	25,500.00	83.1%

Total 01 · ADMINISTRATION 943,043.25 1,058,184.00 89.1%

03 · PUBLIC SAFETY

31100 · POLICE DEPARTMENT

3110001 · Salaries & Wages - Regular	616,516.99	675,291.00	91.3%
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3110003 · Salaries & Wages - OT Premium	29,765.48	24,000.00	124.0%	
3110004 · Salaries & Wages - Holiday Pay	34,512.60	38,041.00	90.7%	
3110005 · Salaries & Wages - Part Time	43,260.00	27,000.00	160.2%	
3110007 · Salary & Wages - DMV Grant	12,646.62	15,000.00	84.3%	
3110012 · Salaries & Wages - PT Admin.	13,087.50	39,000.00	33.6%	
3110020 · FICA/MEDICARE	55,673.99	66,545.00	83.7%	
3110021 · VRS	79,884.11	88,666.00	90.1%	
3110022 · Health Insurance	103,165.60	140,430.00	73.5%	
3110023 · Life Insurance	7,143.15	8,036.00	88.9%	
3110024 · Disability Insurance	1,848.78	3,070.00	60.2%	
3110025 · Unemployment Insurance	120.98	4,320.00	2.8%	
3110026 · Workers' Compensation Insurance	23,627.00	29,581.00	79.9%	
3110027 · Line of Duty Act Insurance	5,118.00	5,120.00	100.0%	
3110028 · Legal Services	24,888.35	30,379.00	81.9%	
3110032 · Computer, Internet & Website	5,731.73	10,000.00	57.3%	
3110033 · Postage	0.00	100.00	0.0%	
3110034 · Telecommunications	13,036.87	15,300.00	85.2%	
3110035 · General Prop Ins (Vehicles)	6,180.00	5,950.00	103.9%	
3110037 · Meals and Lodging	2,045.88	5,000.00	40.9%	
3110038 · Convention & Edu. (Training)	1,389.26	10,800.00	12.9%	
3110040 · Annual Dues & Subscriptions	15,714.73	24,795.00	63.4%	
3110041 · Office Supplies	5,420.08	6,000.00	90.3%	
3110042 · Vehicle Fuels	29,048.74	36,700.00	79.2%	
3110043 · Vehicle Maintenance/Supplies	26,137.08	22,000.00	118.8%	
3110044 · Repair/ Maintenance Supplies	9,134.56	0.00	100.0%	
3110045 · Uniforms & Police Supplies	38,416.79	45,901.00	83.7%	
3110049 · Grant Expenditures	14,520.93	12,213.00	118.9%	
3110056 · Capital Outlay-Machinery/Equip	147,551.87	192,405.00	76.7%	
Total 31100 · POLICE DEPARTMENT	1,365,587.67	1,581,643.00	86.3%	
32100 · FIRE & RESCUE				
3210001 · Contributions to other Govt Ent	0.00	15,000.00	0.0%	Town has a balance fo \$70,115 still to spend on Fire and Rescue contributions
Total 32100 · FIRE & RESCUE	0.00	15,000.00	0.0%	
Total 03 · PUBLIC SAFETY	1,365,587.67	1,596,643.00	85.5%	
04 · PUBLIC WORKS				
4110002 · Street Beautification - HF	2,213.00	2,213.00	100.0%	
4110003 · E & S Inspections	0.00	5,000.00	0.0%	
43200 · REFUSE COLLECTION				
4320001 · Trash Removal Contract	185,605.22	208,608.00	89.0%	Paid up to May 2025 services
Total 43200 · REFUSE COLLECTION	185,605.22	208,608.00	89.0%	
43100 · MAINT OF 15000 Wash St./Grounds				
4310001 · Repairs/Maintenance Services	75,807.55	111,892.00	67.8%	
4310002 · Maint Svc Contract-Pest Control	1,774.00	5,000.00	35.5%	
4310003 · Maint Svc Contract-Landscaping	25,675.00	35,000.00	73.4%	
4310004 · Maint Svc Contract Snow Removal	24,197.00	10,000.00	242.0%	Reviewing monthly
4310007 · Electric/Gas Services	16,511.83	18,593.00	88.8%	
4310008 · Electrical Services-Streetlight	3,816.35	5,500.00	69.4%	
4310009 · Water & Sewer Services	4,680.75	3,850.00	121.6%	
4310011 · Real Estate Taxes	561.87	2,500.00	22.5%	
4310015 · Maintenance - Vehicle Fuel	1,430.10	5,000.00	28.6%	
4310016 · Maint - Vehicle Maintenance	1,223.48	3,000.00	40.8%	
Total 43100 · MAINT OF 15000 Wash St./Grounds	155,677.93	200,335.00	77.7%	
Total 04 · PUBLIC WORKS	343,496.15	416,156.00	82.5%	
06 · ECONOMIC DEVELOPMENT				
60000 · Tourism/Traveling Marketing	111,740.56	96,429.00	115.9%	overage is due to increase in revenue from TOT collections
60001 · Town Tourism	52,505.89	64,286.00	81.7%	
60003 · Advertising	1,069.59	22,000.00	4.9%	
Total 06 · ECONOMIC DEVELOPMENT	165,316.04	182,715.00	90.5%	
07 · PARKS, REC & CULTURAL				
70000 · HAYMARKET COMMUNITY PARK				
7000001 · Grounds Maintenance/Repairs	14,931.99	25,000.00	59.7%	
7000003 · Demolition	161,749.00	161,749.00	100.0%	Completion of project

Total 70000 · HAYMARKET COMMUNITY PARK	176,680.99	186,749.00	94.6%
71110 · EVENTS			
7111001 · Advertising - Events	5,015.00	5,000.00	100.3%
7111003 · Contractural Services	74,568.68	64,950.00	114.8%
7111004 · Events - Other	36,717.10	40,850.00	89.9%
7111005 · Police Department Events	6,957.84	7,800.00	89.2%
7111006 · Farmer's Market	8,806.84	12,000.00	73.4%
Total 71110 · EVENTS	132,065.46	130,600.00	101.1%
72200 · MUSEUM			
7220009 · Advertising	0.00	1,000.00	0.0%
7220012 · Telecommunications	1,378.81	2,200.00	62.7%
7200015 · Books, Dues & Subscriptions	30.00	250.00	12.0%
7220018 · Exhibits & Programs	400.00	2,500.00	16.0%
Total 72200 · MUSEUM	1,808.81	5,950.00	30.4%
Total 07 · PARKS, REC & CULTURAL	310,555.26	323,299.00	96.1%
08 · COMMUNITY DEVELOPMENT			
81100 · PLANNING COMMISSION			
8110001 · Salaries & Wages - Regular	1,615.00	5,670.00	28.5%
8110002 · FICA/Medicare	112.40	500.00	22.5%
8110003 · Consultants - Engineer	5,411.12	15,000.00	36.1%
8110004 · Consultants - Comp Plan	0.00	5,000.00	0.0%
8110005 · Mileage Allowance	0.00	250.00	0.0%
8110006 · Meals & Lodging	0.00	700.00	0.0%
8110007 · Convention/Education	0.00	1,000.00	0.0%
8110009 · Engineering - Pass Through	22,401.99	0.00	100.0%
Total 81100 · PLANNING COMMISSION	29,540.51	28,120.00	105.1%
81110 · ARCHITECTURAL REVIEW BOARD			
8111001 · Salaries & Wages - Regular	2,340.00	5,830.00	40.1%
8111002 · FICA/Medicare	194.11	446.00	43.5%
8111005 · Convention & Education	0.00	1,500.00	0.0%
Total 81110 · ARCHITECTURAL REVIEW BOARD	2,534.11	7,776.00	32.6%
81111 · Board Of Zoning Appeals			
8111101 · Convention & Education	0.00	1,500.00	0.0%
8111102 · FICA / Medicare	0.00	103.00	0.0%
8111103 · Salaries & Wages - Regular	0.00	1,325.00	0.0%
Total 81111 · Board Of Zoning Appeals	0.00	2,928.00	0.0%
Total 08 · COMMUNITY DEVELOPMENT	32,074.62	38,824.00	82.6%
09 · NON-DEPARTMENTAL			
95100 · DEBT SERVICE			
9510002 · General Obligation Bond - Prin	70,700.00	70,700.00	100.0%
9510003 · General Obligation Bond - Int	2,461.63	2,463.00	99.9%
Total 95100 · DEBT SERVICE	73,161.63	73,163.00	100.0%
Total 09 · NON-DEPARTMENTAL	73,161.63	73,163.00	100.0%
94104 · Street Scape - Park Sidewalk			
9410402 · Construction	513,631.97	836,586.00	61.4%
Total 94104 · Street Scape - Park Sidewalk	513,631.97	836,586.00	61.4%
EMPLOYEE BENEFITS			
6560 · Payroll Processing Fees	-0.05		
Total EMPLOYEE BENEFITS	-0.05		
Total 94105 · PERSONNEL	-0.05		
94106 · TOWN CENTER MASTER PLAN			
9410601 · Architectural/Engineering Fees	0.00	50,000.00	0.0%
Total 94106 · TOWN CENTER MASTER PLAN	0.00	50,000.00	0.0%
94107 · BLIGHT MITIGATION	0.00	40,000.00	0.0%
94108 · Capital Improvment Funds Expens			
9410801 · Washington St - Streetscape	6,846.58	55,000.00	12.4%
9410802 · Sidewalk Repairs	0.00	50,000.00	0.0%
9410803 · Town Gateway Signs	0.00	50,000.00	0.0%
9410804 · VDOT Historic District Signage	0.00	50,000.00	0.0%
9410804 · Town Hall / Museum Security Sys	3,020.00	53,924.00	5.6%
9410806 · Message Board Trailer	19,507.02	20,000.00	97.5%
Total 94108 · Capital Improvment Funds Expens	29,373.60	278,924.00	10.5%

upfront cost for the year; next payment will be in February

2025

Final interest payment for FY2025

3rd progress payment of the park sidewalk project

94109 · Storm Water Grant Match	40,000.00	40,000.00	100.0%
Total Expense	3,816,240.14	4,934,494	77.3%
Net Ordinary Income	892,794.43	0	100.0%
Other Income			
50001 · American Rescue Plan Funds	0.00	50,000.00	0.0%
50002 · Development Funds	0.00	75,000.00	0.0%
Total Other Expense	0.00	125,000	0.0%
Other Expense			
98000 · Development Expenditures			
98000-1 · Parks & Recreation	0.00	75,000.00	0.0%
Total 98000 · Development Expenditures	0.00	75,000.00	0.0%
97001 · American Rescue Plan Expenses			
97001-2 · Town Website	0.00	50,000.00	0.0%
Total 97001 · American Rescue Plan Expenses	0.00	50,000.00	0.0%
Total Other Expense	0.00	125,000	0.0%
Net Other Income	0.00	0.00	0.0%
Total Net Income Operational / Other Budget	892,794.43	0.00	100.0%



Town of Haymarket
15000 Washington Street, #100
Haymarket, VA 20169
703-753-2600

Memorandum

To: Honorable Mayor and Town Council
From: Kim Henry, Clerk of Council
Re: Re-Appointment of Jerome Gonzalez to the Planning Commission

Background: Jerome has served on the Planning Commission since April 2023, filling the unexpired term of Robert Chrisman. His term expires June 30, 2025. Since being on the Planning Commission, Jerome was nominated and voted by his peers to serve as the Planning Commission Vice Chairperson in July 2024. He then was nominated and voted by his peers to serve as the Chairman in January 2025. Attached is a letter from Jerome with his interest in serving on the Planning Commission for a 4 year term.

Recommended Motion: ***I move to re-appoint Jerome Gonzalez to the Haymarket Planning Commission with a term beginning July 1, 2025 through June 30, 2029.***

Or Alternate Motion

June 24, 2025

To: Honorable Mayor and Town Council

From: Jerome Gonzalez

RE: Re-appointment to the Planning Commission

This message serves as formal notification to the Mayor and Town of Haymarket Town Council of my interest to be reappointed to serve a full four-year term for the Town of Haymarket Planning Commission.

It has been an honor to serve, and I would be happy to continue to serve the people of Haymarket and be a part of its future planning.

Additionally, I have accepted a new position in my professional life and would anticipate fewer recusals from Application consideration going forward.

Best,

Jerome

Jerome Gonzalez

Chairman

Town of Haymarket Planning Commission



Town of Haymarket
15000 Washington Street, #100
Haymarket, VA 20169
703-753-2600

Memorandum

To: Honorable Mayor and Town Council
From: Kim Henry, Clerk of Council
Re: Planning Commission Vacancy
Date: June 30, 2025

Background: Pankaj Singla was appointed to the Planning Commission in July 2023 filling the vacant seat when Alexander Beyene was appointed to the Town Council and became the liaison to the Planning Commission. Mr. Singla was then re-appointed to the Planning Commission in July 2024 for a 4 year term. Recently, Mr. Singla was needed in his home country of India for an undetermined amount of time and has resigned from the Planning Commission effectively immediately. He would like to continue serving in some capacity when he returns. Attached is the resignation letter from Mr. Singla. Once I received his letter, I posted the vacancy on the Town's website and through our social media platforms. We have received an interest from someone in Greenhill Crossing and another from someone in Haymarket Station. Both applications are attached.

Recommended Motion: ***I move to appoint _____ to the Haymarket Planning Commission filling the vacant seat held by Pankaj Singla with the term expiring on June 30, 2028.***

Or Alternate Motion

Good morning, Kim,

I hope this message finds you well. I am writing to formally resign from my position on the Planning Commission for the Town of Haymarket.

Currently, I am in India for an unplanned visit, which has prevented me from attending the last meeting and participating fully in my duties. Even though I have been residing in both the Town of Haymarket and Fairfax, with the majority of my time spent in Haymarket, I believe it is best to step down from my role until I can return and commit fully to the responsibilities of the position.

I sincerely apologize for any inconvenience my absence may have caused and appreciate your understanding in this matter. Thank you for the opportunity to serve on the Planning Commission, and I hope to rejoin when circumstances allow.

Please let me know if you need anything from my end.

Warm regards,

Pankaj Singla (Yogi)

TracyLynn Pater, Mayor
Matt Gallagher, Vice Mayor
Council Members:
Mary Ramirez
Joseph Pasanello
Ken Luersen
Alexander Beyene
Jusin Baker



15000 Washington Street
Suite 100
Haymarket, Virginia 20169
703-753-2600
www.townofhaymarket.org

Appointed Boards, Committees & Commission:
Application for Appointment Consideration

Full Name: Jeffrey Kress Jr

Address: 6817 Saint Paul Dr.

Cell Phone: [REDACTED]

Email Address: [REDACTED]

Please Circle One Below;

Town Council

Architectural Review Board

Planning Commission

Board of Zoning Appeals

Please use the space below or attach a letter describing your interest in being part of the Town's governmental process and how you feel you can contribute.

For additional information, please contact the Clerk of Council, Kim Henry, at khenry@townofhaymarket.org or by phone at 703-753-2600x205.

I am interested in joining the Town of Haymarket Planning Commission because, as a homeowner raising a family here, I care deeply about the future of our community. I'm passionate about the town and would value the opportunity to contribute to its thoughtful growth and development.

Over the past two years, I've served on my HOA's Architectural Review Committee, which has given me relevant experience in evaluating community plans and proposals. I believe I can bring a fresh perspective to the Planning Commission—drawing from both my local involvement and the problem-solving and negotiation skills I've developed throughout my professional career.

TracyLynn Pater, Mayor Matt
Gallagher, Vice Mayor Council
Members:
Mary Ramirez
Joseph Pasanello
Ken Luersen
Alexander Beyene
Jusin Baker



15000 Washington Street
Suite 100
Haymarket, Virginia 20169
703-753-2600
www.townofhaymarket.org

Appointed Boards, Committees & Commission:
Application for Appointment Consideration

Full Name: Sreeja Nair

Address: 14813 Caboose Trl, Haymarket, VA 20169

Cell Phone: [REDACTED]

Email Address: [REDACTED]

Please Circle One Below;

- | | |
|----------------------------|----------------------------|
| Town Council | Architectural Review Board |
| <u>Planning Commission</u> | Board of Zoning Appeals |

Please use the space below or attach a letter describing your interest in being part of the
Town's governmental process and how you feel you can contribute.

For additional information, please contact the Clerk of Council, Kim Henry, at
khenry@townofhaymarket.org or by phone at 703-753-2600x205.

Hello,

I am writing to express my keen interest in serving on the Haymarket Planning Commission, as advertised on The Haymarket Town App. I have been consistently impressed by our Town's commitment to security and safety of residents, and I am eager to contribute my skills and experience to further its success.

I am confident that my skills would be a valuable asset to the council. I am also a strong communicator and collaborator, and I am committed to working with all members of the community to achieve our shared goals.

I am eager to learn more about the specific priorities of the council and how I can contribute to addressing the town's current challenges. I am available for an interview at your earliest convenience and welcome the opportunity to discuss my qualifications further.

Thank you for your time and consideration.

Sincerely,
Sreeja Nair



Town of Haymarket
15000 Washington Street, #100
Haymarket, VA 20169
703-753-2600

Memorandum

To: Honorable Mayor and Town Council
From: Kim Henry, Clerk of Council
Re: Code of Ethics
Date: June 30, 2025

Background: Provided is the clean copy of the Code of Ethics. Councilmember Baker and Councilmember Luersen discussed the draft with the Planning Commission and the Architectural Review Board. They will provide the comments that came from those meetings. At a previous Town Council meeting, there was a suggestion to make the Code of Ethics a one page document similar to the Town of Herndon's, which I have attached. This would reference our Charter and Town Code. I would like direction from the body if they would like for me to proceed in drafting a one page document for review and comparison to the current.

**TOWN OF HAYMARKET
TOWN COUNCIL AND APPOINTED
OFFICIALS CODE OF ETHICS AND
STANDARDS OF CONDUCT**



Preamble

The citizens and businesses of the Town Haymarket, Virginia, are entitled to have fair, ethical, and accountable local government, which has earned the public's full confidence for integrity. The effective functioning of democratic government requires that public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government; that public officials be independent, impartial and fair in their judgment and actions; that public office be used for the public good, not for personal gain; and that public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the Town of Haymarket Town Council has adopted this Code of Ethics and Standards of Conduct for the members of the Town Council, Planning Commission (PC) and Architectural Review Board (ARB) and recommends adoption by the Board of Zoning Appeals (BZA) to assure public confidence in the integrity of local government and its effective and fair operation.

CODE OF ETHICS

1. Uphold the Constitution, laws and regulations of the United States and of all governments therein and never knowingly be a party to their evasion.
2. Place loyalty to the highest moral principles and to the people of the Town of Haymarket, as a whole, above loyalty to individuals, districts, or particular groups.
3. Expose through appropriate means and channels: corruption, misconduct or neglect of duty when discovered.
4. Give a full measure of dedication and service to the positions of trust in which you have been placed, giving your best effort and thought to the performance of duties.
5. Seek to find and use the most equitable, efficient, effective and economical means for getting tasks accomplished.
6. Adopt policies and programs that are in accordance with the Town's EEO policy, and that support the rights and recognize the needs of all citizens regardless of gender, race, age, religion, creed, country of origin or disability.
7. Ensure the integrity of the actions of the Mayor, Town Council, PC, and ARB by avoiding discrimination through the dispensing of special favors or unfair privileges to anyone, whether for remuneration or not. A member shall never accept for himself or herself or for family members, favors or benefits under circumstances which might be construed by reasonable persons as influencing

the performance of governmental duties. Per Section 2.2-3104.2 of the Virginia State Code, any member of the governing body may accept a gift that does not influence the performance of governmental duties of monetary value not to exceed \$25 per occurrence, provided they acknowledge the gift. The gift may include but not be limited to a meal, award, etc. No member shall benefit from Town sponsorship of special events, such as the acceptance of free tickets or other special favors. This shall not apply to attendance at an event in which the individual is performing official Town duties.

8. Make no private promises of any kind binding upon the duties of any office, because a public servant has no private word which can be binding on public duty.
9. A member should identify any associations with an organization or interest group that presents in any manner to the body on which the member serves prior to any discussion or decision related to that organization or interest group
10. At all times, meet the requirements of the State and Local Government Conflict of Interest Act and the Public Procurement Act.
11. Adhere to the principle that the public's business should be conducted in the public view by observing and following the the Freedom of Information Act.
12. Recognize that interaction with the media is a vital link in maintaining good communication with the public. All media inquiries shall be forwarded to the Town Manager or designee for a response. Staff comments to the media shall be in a courteous, statesmanlike manner and shall maintain the propriety of the Town when speaking to public issues.
13. Make sure that a clear distinction is made between personal opinion or belief and a decision made by the Mayor, Town Council, PC, or ARB.
14. No member may disclose or use confidential information without the consent of Town Council. Confidential information includes discussions during executive or closed sessions, attorney-client communications and certain economic development information.
15. Members shall not use public resources that are not available to the public in general, such as the Town staff time, equipment, supplies or facilities, for private gain or personal purposes.
16. The Town Council determines the policies of the Town with the advice, information, and analysis provided by the public, council, commissions, boards, and committees and Town staff. The Town Council delegates authority for the administration of the Town to the Town Manager
17. Members, therefore, shall not interfere with the administrative functions of the Town or the professional duties of the Town staff; nor shall they impair the ability of staff to implement Town policy decisions. Inquiries to staff shall be made through the Town Manager for all administrative issues, unless the matter in question is clearly a police matter and should be addressed to the Chief of Police.
18. Members shall support the maintenance of a positive and constructive workplace environment for Town employees and for citizens and businesses dealing with the Town. Members shall recognize their special role in dealings with Town employees and in no way create the perception of inappropriate direction to staff.

19. Review orally and in public session at the annual organizational meeting each of these principles.
20. Pledge to honor and uphold these principles, ever conscious that public office is a public trust.

STANDARDS OF CONDUCT

Recognizing that persons holding a position of public trust are under constant observation by the media and the public, and recognizing that maintaining the integrity and dignity of the public office is essential for maintaining high levels of public confidence in our institutions of government, the Mayor and every member of the Town Council, PC and ARB shall adhere to the following Standards of Conduct. It is recommended by Council that the BZA also adhere to the following these Standards of Conduct.

1. Avoid, during either public or private meetings and during the predominance of public duties, the use of abusive, threatening or intimidating language or gestures directed at colleagues, citizens or personnel.
2. Attend all regularly scheduled meetings of the Town Council, PC and ARB to which he or she has been assigned, resigning whenever personal circumstances preclude regular attendance.
3. Make a conscientious effort to be prepared for each meeting.
4. Members should not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.
5. Respect the rights of colleagues to have different opinions. Enter into constructive and factual discussions when attempting to resolve issues or reach a consensus, refraining from disparaging remarks.
6. Work to create a positive environment in public and private meetings, so that the environment is conducive to a productive dialogue between all parties and so that citizens will feel comfortable as observers or participants.
7. Maintain an attitude of courtesy and consideration toward all citizens, colleagues and staff during all discussions and deliberations.
8. Be open minded and patient. Allow citizens, employees, or colleagues sufficient opportunity to present their views.
9. Be concise. Avoid the practice of taking more time to address an issue before the body than is necessary and essential for an adequate consideration of those matters being discussed.

IMPLEMENTATION

As an expression of the standards of conduct for members expected by the Town, the Town of Haymarket CODE OF ETHICS and STANDARDS OF CONDUCT are intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with and embrace its provisions.

For this reason, ethical standards shall be included in the regular orientations for all newly elected and appointed officials. Members entering office shall be provided with the Town of Haymarket Code of Ethics and Standards of Conduct. In addition, the Town Council, PC and ARB annually review the Code of Ethics and Standards of Conduct and the Town Council shall consider recommendations from

commissions and committees to update it as necessary. The BZA is encouraged by Council to also adopt and uphold the Code of Ethics and Standards of Conduct as presented.

COMPLIANCE and ENFORCEMENT

The Town of Haymarket Code of Ethics and Standards of Conduct expresses standards of ethical conduct expected of members of the Town of Haymarket Town Council, PC and ARB and recommended for the Town's BZA. Member themselves have the primary responsibility to ensure that these ethical standards and that the code of conduct is understood and practiced during all times while serving the Town in order to assure the public can continue to have full confidence in the integrity of government.

Citizens may bring complaints about the conduct of elected or appointed officials to the mayor, any member of council, or the chair of the commission, board or committee on which the appointed official serves.

The Town Council may impose sanctions on members whose conduct does not comply with the Town's ethical standards, such as public or private reprimand, formal censure, loss of seniority or committee assignment, or budget restriction. Where allowed by law, the Town Council also may remove members of Council, PC, ARB, and committees from office. The Town Council acknowledges that it does not have such authority over the BZA for the Town.

A violation of this Code of Ethics and Standards of Conduct shall not be considered a basis for challenging the validity of a Town Council, board, commission or committee decision.

Town of Herndon Code of Ethics

Sec. 2-5. - Code of ethics for the members of the town council and council appointed board and commission members.

Preamble

WHEREAS, the proper operation of local government requires that public officials be independent, impartial and accountable to the citizens, that governmental decisions and policy be made through proper processes, that public office not be used for personal gain, and that the public have confidence in the integrity of its government and public officials; and

WHEREAS, as public officials we are charged with upholding the trust of the citizens and with obeying the law and respecting established policies and procedures; and

WHEREAS, as public officials we have taken the oath of office and have pledged that we will support and maintain the Constitution and laws of the United States, and the Constitution and laws of the Commonwealth of Virginia and further that we will faithfully and impartially discharge the duties of our office.

NOW THEREFORE, in recognition of our obligations as citizens of the Commonwealth of Virginia and as public officials and citizens of the Town of Herndon, we do hereby adopt the following Code of Ethics to guide the Town's council and council appointed board and commission members.

Ethical Responsibilities

- (1) *Faithful and impartial performance of duties.* Members of the town council and council appointed board and commission members shall faithfully and impartially perform their duties to the very best of their abilities and demonstrate integrity, independence, honesty, and ethical behavior in the conduct of all town business.
- (2) *Demonstrate integrity and respect.* Members of the town council and council appointed board and commission members shall treat the public, town staff and each other in a respectful and courteous manner and shall at all times refrain from abusive conduct, threatening or intimidating language or gestures, personal charges, or verbal or written attacks concerning the character or motives of other members of the town council, town boards and commissions, town staff, or the public.
- (3) *Follow established town policies and procedures.*
 - a. Members of the town council and council appointed board and commission members shall bring any concerns about the performance of a town council member or council appointee to the entire council. Herndon Town Charter section 3.5 and 3.9
 - b. Concerns about the performance of a town employee shall be discussed privately with the town manager. Herndon Town Charter section 4.1 and Herndon Town Code section 54-1
 - c. Members of the town council and council appointed board and commission members should direct significant requests for information or discussions concerning town business to the town manager, who directs the day-to-day operations of the town and its employees. Herndon Town Code section 54.1
- (4) *Follow the law.* Members of the town council and council appointed board and commission members shall, as required by the Code of Virginia, fully comply with the provisions of the Virginia Freedom of Information Act, Code of Virginia, §§ 2.2-3700, et seq. and the State and Local Government Conflict of Interests Act, Code of Virginia, §§ 2.2-3100—2.2-3131, as applicable.

(Ord. No. 15-O-45, § 1, 12-8-2015; Ord. No. [19-O-13](#), § 1, 4-9-2019)



Town of Haymarket
15000 Washington Street, #100
Haymarket, VA 20169
703-753-2600

Memorandum

To: Honorable Mayor and Town Council
From: Justin Baker, Planning Commission Liaison
Re: Code of Ethics Review
Date: June 30, 2025

The Planning Commission has reviewed the Town's Code of Ethics and agrees with all provisions.

Council recommends support professionalism and public trust. This would apply to the Mayor, Town Council, Planning Commission, and Architectural Review Board, with a recommendation for the Board of Zoning Appeals to adopt it as well.

REQUEST FOR PROPOSAL (RFP)
COMPREHENSIVE ENGINEERING, ARCHITECTURAL, SURVEYING AND RELATED
SERVICES for Town Park at Haymarket

ISSUE DATE: TBD, 9:00 am

RFP NO.: _____

QUESTION DEADLINE: _____

PROPOSAL DUE DATE: TBD; 3:00 p.m.

DELIVERY ADDRESS: Town of Haymarket,
15000 Washington St
#100
Haymarket, VA 20169

CONTACT: Emily Kyriazi
Town Manager
Phone: 703-753-2600
E-mail: ekyriazi@townofhaymarket.org

NOTICE OF ADDENDA: Any addenda to this RFP will be posted on the Town's Bid Board ([_____](#)) and will only be emailed to those firms who have REGISTERED on this site. It is the firm's responsibility to provide a correct email address and to be aware of any addenda.

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DRAFT

I. PURPOSE

The Town of Haymarket, Virginia (Town) is requesting sealed proposals for engineering, architectural, surveying and related professional and non-professional service to create a concept and plan for Haymarket's Town Park Pavillion and bathroom facility.

The majority of the services are anticipated to be related to typical civil engineering-type services. However, it is expected that some services will be required for more specialized engineering, architectural, or other related services. Individual firms may qualify for any or all of the services requested.

It is anticipated that one or more contracts will be awarded for each of the following specialties:

- General Civil Engineering and Surveying
- Utility Engineering (Water and Sewer)
- Water Resources Engineering, inclusive of MS-4 permit work
- Architecture / Mechanical / Electric
- Transportation Engineering
- Construction Engineering and Inspection Services
- Landscape Architecture

Other services as listed in Section III of this RFP may be assigned under the contracts.

The Town expects to award multiple contracts under this solicitation, and reserves the right to determine the exact number of individual contracts based on the responses received from this request. A firm may provide services for more than one of the specialty areas.

Consultant teams may be formed to provide more comprehensive services. However, it is not necessary for firms to have capabilities to provide all services listed.

The contracts awarded under this solicitation will be administered by the Town Manager.

II. BACKGROUND

The Town of Haymarket is a small, historic community situated in the rapidly growing westernmost portion of Prince William County, Northern Virginia, approximately 38 miles west of Washington, D.C. Located near the foothills of the Bull Run Mountains, Haymarket offers residents a unique combination of small-town charm, rich historical heritage, and access to natural recreational resources, while benefiting from the broader region's sustained growth and economic development.

Historically significant since the 18th century, Haymarket was founded in 1799 and maintains a well-preserved downtown district featuring architecture and landmarks linked to its early American roots and Civil War history. The town's population currently remains under 2,000 residents, yet it is part of a dynamic and expanding region that continues to attract residential and commercial development due to its strategic proximity to major employment centers across Northern Virginia and the Washington, D.C. metropolitan area.

The enhanced accessibility provided by Interstate 66 and other transportation infrastructure has accelerated growth in and around Haymarket, resulting in increased demand for municipal services

including planning, public safety, and infrastructure maintenance and expansion. The Town government, though smaller in scale compared to county administrations, has adapted to meet these evolving needs.

Given its location within a highly competitive labor market, the Town of Haymarket faces challenges in recruiting and retaining qualified personnel across all departments. To address this, the Town continually evaluates its compensation and benefits packages to remain competitive with neighboring jurisdictions and ensure delivery of high-quality services to its residents.

The Town of Haymarket, Virginia, is seeking proposals from qualified engineering and design firms to provide professional services for the design and development of a new park restroom facility and a park pavilion. The proposed facilities will be located within the Haymarket Park site (14740 Washington St., Haymarket, VA 20169) in Haymarket and are intended to enhance public amenities and support increased community usage.

III. SCOPE OF WORK

The successful offeror, also referred to herein as “Consultant”, will be expected to provide all expertise, labor, equipment, and resources necessary to complete the services herein. The requirements identified herein are for informational purposes only and the Town reserves the right to add and/or delete services based on specific tasks.

The selected firm will be responsible for the following tasks:

- Site analysis and survey (as needed)
- Schematic design that includes input from Town staff to maintain, design development, and construction documents
- Cost estimating at key design phases
- Permitting support and coordination with local and state agencies
- Public presentation assistance, if needed
- Construction administration support, including submittal review and field inspections

Deliverables shall include:

- Architectural and engineering drawings (CAD + PDF)
- Technical specifications
- Permit-ready documents
- Final cost estimate

Types of services for the contracts awarded under this RFP may include:

- Technical studies and reports (including planning reports, preliminary design reports, traffic studies, etc.)
- Flow analyses, hydraulic calculations, and assessments (for water, sewer and reuse systems)
- Preliminary and final design, preparation of construction plans, specifications and bid documents (including material quantity takeoffs, cost estimates, and related items). This may include road, pedestrian and bicycle improvements, drainage improvements, stormwater management and BMP design, building maintenance and upgrades, etc.
- Permit and permit renewal applications and related services (as required by regulatory agencies)
- Advisory services during bidding and bid evaluation
- Construction phase services such as shop drawing and submittal review, responses to RFIs, etc.
- Construction engineering and inspections
- On-site services during construction, such as operational trouble-shooting
- Record drawing and system start-up services (e.g. Elevator, Generator, HVAC, etc.)
- Updates and revisions to the Town Design and Construction Standards Manual
- Grant writing assistance

IV. PROPOSAL SUBMITTAL INSTRUCTIONS

A. Submittal Instructions

One (1) original (so marked), three (3) hard-copies of your proposal, and one (1) electronic copy of your proposal in USB flash drive format must be submitted to the address on the cover page of this RFP by the date and time noted. Late proposals will not be accepted. Telephone, fax, electronic, emailed and verbal offers will not be accepted.

Submit proposals in a sealed envelope with the following information on the exterior:

TITLE: RFP No. _____
Haymarket Park – Pavillion and Restroom Facility project
Comprehensive Engineering and Architectural Design

DUE DATE: _____

LOCATION: Town of Haymarket, Virginia
Town Hall
15000 Washington
St., #100

Offerors assume full responsibility for the delivery of the completed proposal to the address noted above on or before the deadline for submission. The Town is not responsible for the premature opening of any proposals not properly addressed and identified on the outside of a sealed envelope. The Town is not responsible for any loss or delay with respect to the delivery of the proposals. **ANY PROPOSAL RECEIVED BY THE TOWN AFTER THE DEADLINE FOR SUBMISSION WILL NOT BE ACCEPTED.**

B. Proposal Format

Offerors should submit proposals in the following format:

1. Proposals should include a cover letter, the completed RFP Submission Forms, references, supplemental information, and any other information that you deem appropriate.
2. Proposals should be submitted on 8-1/2” x 11” paper. Proposals are to be prepared simply and concisely. Elaborate artwork, expensive paper, visual, and other presentation aids are not required.
3. Proposals should be signed in ink by the individual or authorized principals of the firm.
4. Proposals should contain no more than fifty (50) individual sheets. Double-sided printed pages are encouraged. Note that a sheet printed on both sides is counted as a sheet. All sheets in the proposal (i.e. including covers, dividers and tabs, table of contents, executive summary, etc.) will be counted as part of the sheet count.

5. Each copy of the proposal should be bound or contained in binders, all pages shall be numbered, and shall be organized using tabs in the sequence and format as indicated below:

TAB 1	<ul style="list-style-type: none"> • Letter of Interest • Table of Contents • Executive Summary • Offeror Submission Form • Acknowledgement of Addenda • Qualifications Form • SCC Registration (prime consultant and subconsultants) • DPOR Registration
TAB 2	<ul style="list-style-type: none"> • Offeror's Qualifications and Experience • References
TAB 3	<ul style="list-style-type: none"> • Understanding and Approach: Offeror's Understanding to Meet the Scope of Work as Outlined in Section III, Project Approach, and Quality Control Plan
TAB 4	<ul style="list-style-type: none"> • Staffing: Project Team, Organization Chart, and Equipment
TAB 5 (Optional)	<ul style="list-style-type: none"> • Supplemental Materials (optional)

C. Proposal Organization

Offerors are encouraged to be thorough in addressing the Scope of Work and the Proposal Submittal Instructions as outlined in this RFP. Offerors must fully address each of the following items and submit proposals using the following format:

1. Tab 1 – Letter of Interest, Table of Contents, Executive Summary, Offeror Submission Form, Acknowledgement of Addenda, Qualifications Form, SCC Registration (prime consultant and subconsultants), DPOR Registration

- **Executive Summary:** Provide a concise description of all work experiences as they relate to the scope of work, including but not limited to: background information about organization (i.e. philosophy, ownership, size, facilities, locations, etc.), management structure, the type of organization you represent (i.e. individual, partnership, corporation, etc.), a detailed history of all mergers and acquisitions, and a copy of the certificate from the State Corporation Commission stating that your Firm is authorized to transact business in the Commonwealth of Virginia.
- **Offeror Submission Form** - Each Offeror submitting a proposal must complete and include the Offeror Submission Form regarding company identification and ownership disclosures, conflict of interests, and collusion. The certification on this form must bear an original signature. Failure of the Offeror to include the required submission forms with its proposal may be cause for rejection of the proposal.

- **Acknowledgement of Addenda** - Each Offeror submitting a proposal must acknowledge all addenda issued by providing the Acknowledgement of Addenda. Failure of the Offeror to include the required submission forms with its proposal may be cause for rejection of the proposal.
- **Qualifications Form** - Each Offeror submitting a proposal must complete and include the Qualifications Form. This form must indicate the types of services that the firm wishes to be considered under this contract. Qualifications and experience must be described in Section C for each technical area that the firm is proposing to provide services
- **SCC Registration (prime consultant and subconsultants)** – It is incumbent upon each firm conducting business in Virginia to be in compliance with state law and regulations. To ensure firms are in compliance, Offerors should furnish with proposal submission supporting evidence of their SCC registration. Copies of on-line confirmation are acceptable documentation.
- **DPOR Registration** - Each business entity (prime and subconsultants) on the proposed team who is practicing or offering to practice professional services in Virginia, including, but not limited to, those practicing or offering to practice architecture, engineering, and surveying should provide copies of appropriate commercial professional registrations and licenses for all main and branch offices proposed for this Project, as well as providing copies of appropriate individual registrations/licenses for key personnel in responsible charge of portions of the work. Multiple registration certifications may be copied on a single sheet.

2. Tab 2 - Offeror's Qualifications and Experience, References

- **Qualifications and Experience:** Describe the qualifications and skills of the organization and project team to provide the services, including but not limited to: Offeror's qualifications to perform the services, qualifications and resumes of team members and other employees who will be managing and performing the services, indicate services to be subcontracted and subcontractor(s) to provide said services, and provide a minimum of three (3) references for which offeror has completed services comparable to the scope of work in this RFP and in an environment comparable to the Town of Haymarket.

Additionally, in the section, please provide the following:

- Description of firm, with emphasis on the staffing and capabilities of the office where the work will be performed.
- Prime consultant experience in performing the types of services required under this contract. Experience on projects involving Town of Haymarket Historic Guidelines and VDOT design standards should be noted.
- Any proposed subconsultants should be identified and their proposed role on the project team should be defined. Subconsultant experience on similar projects should be noted.

- Description of **five (5)** projects completed within the past ten (10) years. These projects should be different from the three (3) references requested in Tab 2 – Offeror’s Qualifications and Experiences, References. The projects should focus, to the greatest extent possible, on your firm’s past or present experience with local government entities on projects similar to the scope of projects described in Section III of this RFP. The projects should demonstrate your firm’s ability to ensure the timely completion of the proposed services in the most efficient manner and should represent experience by personnel proposed to be assigned to the Town’s projects. **The experience must demonstrate the firm’s capabilities to provide the services in each category that is checked on the Qualifications Form.**

The project descriptions should include the following information:

- Project Name
- Client reference (name, title, address and telephone)
- Design completion date vs. the scheduled design completion date
- Estimated construction cost and final construction cost, if known
- Project description
- Firm’s role on the project
- Key firm personnel
- The project descriptions should emphasize the relevancy of the experience to the services required under this contract.

3. Tab 3 – Understanding and Approach

- **Understanding and Approach:** Provide a detailed description of the services to be provided under this contract, including but not limited to: overview of the Offeror’s understanding of the scope of work and services to be provided, provide best practice approaches to the Town that will enhance efficiency and effectiveness, address each of the specific requirements set forth in Section III Scope of Work in order to demonstrate how the proposed solution will meet the specifications requested, and a statement explaining why the offeror’s proposed solution would be the most advantageous to the Town.

Additionally, please provide the following:

- Briefly provide an understanding of how the contracts will be utilized by the Town.
- Describe key issues that can be anticipated based on experience with the Town or on similar contracts with other local governments, and provide an approach to resolving those issues.
- Describe the Offeror’s approach to comprehensive consulting services on task order contracts.

- Discuss the firm's approach to keeping the project on schedule and within the established budget, including the firm's approach to meeting scheduled commitments, methods of responding in short time periods, and techniques used to control engineering and construction costs.
- Discuss the firm's quality control processes.

4. Tab 4 – Staffing - Project Team, and Organization Chart

- Provide an organization chart, including, at a minimum:
 - Project Manager
 - Key Task Leaders
 - Quality Management Team Personnel
 - Other Key Staff

For each person shown on the chart, clearly indicate their role and office location. If the person is from a sub-consultant, that should be noted.

- Provide staff resumes describing the qualifications and specific experience for each key project team member listed on the organizational chart.

5. Tab 5 – Supplemental Materials (optional)

- This optional section can include materials such as technical papers, company brochures/publications, or industry awards that directly relate to the elements of this project. These pages will count toward the 50-page limit.

V. EVALUATION CRITERIA AND AWARD

A. Evaluation Criteria

Proposals will be evaluated on the following criteria and weighted accordingly:

1. Offeror's Qualifications and Capabilities – 20%
2. Understanding of the Town's Needs, approach to Tasks and Quality Control – 30%
3. Staffing/Personnel Qualifications – 20%
4. History of Services on Similar Projects – 20%
5. Availability and Accessibility to the Town – 10%

B. Selection Process

The Town Manager will evaluate and rank all proposals based on the Evaluation Criteria outlined in Section V. The evaluation will follow the process for competitive negotiation of professional services as described in Section 2.2-4302.2 of the Virginia Public Procurement Act (VPPA).

Based on this evaluation, the Town Manager will determine the highest-ranked offerors. At the Town Manager's discretion, offerors may be invited to make an oral presentation of their proposals. If required, the Town Manager will coordinate the time and location for such presentations.

Following any presentations, offerors may be re-ranked. The Town Manager will then enter into

negotiations with the top-ranked offeror, addressing the scope of services, estimated man-hours, and pricing. If negotiations are unsuccessful, they will be formally concluded, and the Town Manager may proceed to negotiate with the next highest-ranked offeror.

Upon completion of successful negotiations, the Town Manager will submit a recommendation to the Town Council for final approval and contract award.

C. Contract Award

The Town intends to award contracts to multiple qualified offerors authorized to transact business in the Commonwealth of Virginia with demonstrated experience similar in nature to that being requested herein. The award of a contract should be at the sole discretion of the Town. Awards will be made to the offerors whose proposals are determined to be most advantageous to the Town, taking into consideration the above criteria.

The Town reserves the right to accept or to reject any or all proposals in whole or in part, to make multiple awards, and to waive informalities in the process of awarding this contract. The Town further reserves the right to make an award of a contract without further discussion of the proposals received provided it is determined in writing that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration. Therefore, proposals should be submitted initially on the most favorable terms that the offeror could propose with respect to both price and technical capability.

The contents of the proposals submitted by the successful offerors will become a part of any contract awarded as a result of this RFP. The successful offerors should be expected to sign a contract with the Town. Additional terms and provisions may be included in each contract, a sample copy of which is enclosed.

VI. QUESTIONS AND INQUIRIES

Unless otherwise instructed, the Procurement Contact is the sole point of contact for questions concerning this RFP. Questions concerning this RFP must be made in writing, via email, to the Procurement Contact listed on the cover page of the RFP. **Questions must be received by the date and time listed on the cover page of the RFP.**

A formal addendum responding to all questions received by the deadline will be made available no later than five business days before the proposal due date. Additional clarifications to the specifications will also be in the form of a written addendum. All addenda will be posted on the Town's website. Such addenda will become part of the contract documents. Verbal instructions are not binding and will not form a part of the proposal documents. It is the Offeror's responsibility to obtain all addenda from the Town's website: www.townofhaymarket.org

VII. TERMS AND CONDITIONS

A. Special Terms and Conditions

1. **Contract Term:** The initial term of this annual, requirements contract shall commence on a date that is mutually agreed upon by both parties and shall continue in force for one (1) year. Upon mutual agreement of both parties, this contract may be renewed for up to four (4) additional one-year renewal terms.

Pricing for additional renewal years may be negotiated but at no time will a single year unit price increase more than the percentage increase of the Services category, all urban consumers, not seasonally adjusted, CUURA311SAS of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index should be <http://www.bls.gov/cpi>.

2. **Contract Task Order Assignment:** In accordance with §2.2-4303.1 of the Virginia Public Procurement Act, the maximum value of an individual task that may be assigned under this contract is \$150,000. The maximum value assigned to each consultant for all tasks performed is \$750,000 per one-year contract term. When selected for a task assignment, the Consultant will be required to provide a technical proposal, cost proposal, and project schedule. Negotiations for an assignment will be conducted by competitive negotiation in accordance with the Virginia Public Procurement Act.

Individual or multiple tasks may be assigned to the Consultant based on the following: Capabilities and expertise of Consultant related to the task, availability and ability of Consultant to meet specific Town schedule requirements, and cost effectiveness.

B. General Terms and Conditions

1. **Proposal Binding for One Hundred Twenty (120) Days:** Offeror agrees that this proposal shall be valid and may not be withdrawn for a period of one hundred and twenty (120) calendar days after the due date.
2. **Late Proposals:** Proposals received after the time specified on the cover page of this RFP will not be accepted and will be returned unopened, provided a return address is visible.
3. **Acceptance or Rejection of Proposals:** The Town reserves the right to accept or reject any or all proposals in whole or in part and to waive minor informalities in the process of awarding this contract.
4. **Competition Intended:** It is the Town's intent that this request for proposals permits competition. It should be the offeror's responsibility to advise the Procurement Officer in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this

RFP to a single source. The Procurement Officer must receive such notification at least ten (10) business days before the due date.

5. **Understanding of Specifications:** Offerors should thoroughly examine and be familiar with the Town specifications. The failure or omission of any offeror to receive or examine this document should in no way relieve any offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.
6. **Exceptions to RFP:** Offerors taking exception to any part or section of this RFP should indicate such exceptions in their proposal. Failure to indicate any exceptions should be interpreted as the offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals are subject to rejection in whole or in part.
7. **Inquiries Concerning Specifications:** Questions concerning this RFP must be made in writing to the Procurement Contact listed on the cover page of the RFP.
8. **ADA Reasonable Accommodation Clause:** If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Procurement Officer at least ten (10) business days before the proposal due date.
9. **Employment Discrimination Prohibited:** 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 or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. 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 should 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.

10. **Disposition of Proposals:** All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each proposal will be retained for official files and will become a public record. These records will be available for public inspection after award of the contract. It is understood that the proposal will

become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section 12. "Trade Secrets and Proprietary Information Disclosure".

11. **Trade Secrets and Proprietary Information Disclosure:** In compliance with the Town's Procurement Policies, all proposals will be available for public inspection. Trade secrets and proprietary information submitted by an offeror in connection with procurement will not be subject to public disclosure under the Virginia Freedom of Information Act. However, the offeror must invoke the protection of this section before or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that the costs are to be protected is unacceptable.
12. **Laws and Regulations:** The offeror's attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract should apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.
13. **License Requirement:** All firms doing business for the Town are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Leesburg, VA are exempt from this requirement. Offerors do not have to obtain a BPOL license in order to submit a proposal; however, offerors must obtain a license, if applicable, prior to award of the contract. Questions concerning the BPOL Tax should be directed to the Department of Finance, Telephone **703-771-2753**. Indicate the BPOL license number on the proposal form.
14. **Ethics in Public Contracting:** The offeror agrees that it will adhere to Article 6 – "Ethics in Public Contracting" requirements set forth in the Virginia Public Procurement Act.
15. **Safety:** All contractors and subcontractors performing services for the Town are required and should comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupation Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors should be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
16. **Termination:** Subject to the provisions below, the contract may be terminated by the Town upon thirty (30) days advance written notice to the other party. If any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Town until said work or services are completed and accepted.

Termination for Convenience – In the event that this contract is terminated or cancelled upon request and for the convenience of the Town, without the required thirty (30) days advance written notice, then the Town will negotiate reasonable termination costs, if applicable.

Termination for Cause: – Termination by the Town for cause, default or negligence on the part of the contractor will be excluded from the foregoing provision; termination costs, if any, will not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause. In the event of default by the offeror, we reserve the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of commodities and/or service not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years – When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

17. **Non-Assignment of Contract:** The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Procurement Officer, such permission not to be unreasonably withheld.
18. **Use by Other Localities:** Offerors are advised that the resultant contract may be extended, with the authorization of the offeror, to other public bodies or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The Town of Haymarket acts only as the “Contracting Agent” for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.

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

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

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

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

19. **Modification of the Contract:** This contract may be modified by an approved contract modification or change order signed by both parties in accordance with the VPPA.

20. **Discrimination Prohibited; Participation of Small and Minority-Owned Business:** The Town shall not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

21. **Drug-free Workplace to be maintained by Contractor; Required Contract Provisions:** All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

22. **Collusion Among Offerors:** More than one proposal from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that an offeror has an interest in more than one proposal for the work contemplated will cause rejection of all proposals in which the offeror is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the offerors. Participants in such collusion may not be considered in future proposals for the same work. The signer of the proposal must declare that all persons, companies and parties interested in the contract as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in

all respects fair and in good faith without collusion or fraud; and that the signer of the proposal has authority to contractually bind the offeror. See Offeror Submission Form.

23. **Town Employees:** No employee of the Town shall be admitted to any share or part of this contract or to any benefit that may arise there from.
24. **Qualification of Offerors:** Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Evaluation Team that it has the necessary facilities, abilities, and financial resources to furnish the service or material specified herein in a satisfactory manner, and the offeror may also be required to show past history and reference which will enable the Evaluation Team to be satisfied as to the offeror's qualifications. Failure to qualify according to the foregoing requirements will justify proposal rejection.
25. **Liability:** The successful offerors will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful offerors that make performance impossible or illegal, unless otherwise specified in the agreement.
26. **Expenses Incurred In Preparing Proposal:** The Town accepts no responsibility for any expense incurred in the proposal preparation and presentation. Such expenses are to be borne exclusively by the offeror.
27. **Protest of Award or Decision to Award:** An offeror may protest an award or decision to award a contract under procedures as set forth in the VPPA.
28. **Ethics In Public Contracting:** This specification incorporates by reference, but is not limited to, the provisions of law contained in the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of title 18.2 of the Code of Virginia, as amended, and the Town Procurement Policy.
29. **Faith-Based Organizations:** The Town of Haymarket does not discriminate against faith-based organizations.
30. **Insurance Requirements** – Offeror shall secure at its own expense general liability insurance in an amount not less than \$2,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

Offeror shall also carry:

- Automobile insurance in an amount not less than \$2,000,000 solely contained in a Commercial Auto Policy or in combination with an Umbrella or Excess Policy;
- Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia;
- Professional Liability (E&O) Insurance for any errors or omissions in the services it provides to the Town, in an amount of not less than \$2,000,000; and

- Other insurance coverage deemed by the Town to be appropriate to his agreement.

The above-mentioned coverage shall be placed with an insurance carrier licensed to do business in the Commonwealth of Virginia. The carrier must have an AM Best Rating of A or better. A Certificate of Insurance identifying coverage and naming the Town of Haymarket as additional insured shall be furnished to the Town. A copy of the endorsement to the offeror's policy shall be provided as proof of this requirement. Liability coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving thirty (30) days prior written notice of such action to the Town.

31. Payment Clauses: Pursuant to Section 2.2-4354 of the VPPA, within seven days after receipt of amounts paid to the offeror by the Town for work performed by the subcontractor under the resulting contract the Offeror will:

- a. Pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under that contract; or
- b. Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Individual contractors must provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

The offeror will pay interest to the subcontractor on all amounts owed by the offeror that remain unpaid after seven days following receipt by the offeror of payment from the Town for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subdivision

"Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month."

The offeror will include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the Town. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

32. Prime Vendor Responsibilities: Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFP. If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime vendor for all such items and must assume full responsibility for the procurement delivery and quality of such services. The offeror

will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

33. **Purchase Orders:** A purchase order will be issued upon assignment of individual task orders, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia, and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto. Services are not to begin until receipt of the purchase order and/or other notification by the Town's Procurement Officer or designee.

DRAFT

July 06, 2025

REQUEST FOR PROPOSAL

RFP # _____

Sealed Proposals (**RFP #** _____) for a Compensation and Classification System with a Market Study for the Town of Haymarket will be accepted until 3:00 P.M., _____, at which time they will be opened in the Town Hall by the Town Manager at 15000 Washington Street, #100, Haymarket, Virginia, 20169.

Please be observant of all proposal instructions and specifications. Should any questions arise concerning this proposal, contact the Town Manager at 703-753-2600.

The Town of Haymarket reserves the right to accept or reject, in whole or part, any and all proposals and to waive informalities.

Emily Kyriazi
Town Manager

GENERAL INSTRUCTIONS

1. Mail or deliver proposals to the Town Hall, Attn: Town Manager at 15000 Washington Street, #100, Haymarket, Virginia, 20169.
2. **Submit one (1) original, clearly marked, and three (3) copies** of the proposal before the opening time stated in the Proposal Invitation in a sealed envelope. Facsimile and electronic documents are **NOT** acceptable.
3. All proposals shall be signed in ink by authorized principals of the Offeror and must be received in sealed envelopes with the statement, **"Proposal Enclosed for Compensation and Classification System with a Market Study for the Town of Haymarket" and the above-referenced RFP number typed or written in the lower left-hand corner.**
4. The Town of Haymarket (the "Town") reserves the right to accept or reject, in whole or part, any and all proposals and to waive informalities.
5. Proposals will be received until **3:00 P.M., _____, in the Town Hall office,** with attendance limited to the Town Manager, Town Treasurer, and Offerors. No late Proposals will be accepted. **Town of Haymarket assumes no responsibility for late submissions due to mistake of courier, U.S. Postal Service or any delivery service used for Proposal submittal.**
6. The selected Offeror or Offerors (the "selected Offeror") will be notified immediately upon acceptance of their Proposal.
7. Proprietary information will not be disclosed during the selection process.
8. Proposals shall be binding for ninety (90) days following selection of Offerors by the Town Council.
9. Exceptions to the specifications or general instructions must be in writing and submitted with the Proposal Form.
10. Comments concerning specifications or other provisions of this Contract are welcome and can be received and considered prior to the time set for receipt of Proposals.
11. Offeror's Questions, Addenda and Interpretations
 - a. Offerors shall promptly notify the Town of any ambiguity, inconsistency or error that they may discover upon examination of the solicitation and Contract Documents or of the site and local conditions. No interpretation of the meaning of the Contract Documents will be made to any Offeror orally.
 - b. Every request for such interpretation shall be in writing addressed to Town Manager, Attn: Emily Kyriazi, 15000 Washington St., #100, Haymarket, Virginia, 20169, ekyriazi@townofhaymarket.org, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the Proposals.

- c. Any and all such written interpretations and any supplemental instructions will be in the form of a written Addenda to the Proposal Documents which, if issued, will be emailed, no later than five (5) days prior to the date fixed for the receiving of Proposals. The Town will not be responsible for any other explanations or interpretations of the proposed documents. Failure of any Offeror to receive any such Addendum or interpretation shall not relieve any Offeror from any obligation under his Proposal as submitted. All Addenda so issued shall become part of the Contract Documents.
- d. If the Offeror (or any person proposing to Offeror and/or subsequently in Contract with the Offeror, relating to the subject project) knows, or should have known, that an ambiguity, discrepancy, error, omission or conflicting statement exists in the Contract Documents, said Offeror has an obligation to seek a clarification thereof from the Town prior to the Proposal opening. The Town will welcome such a clarification request, and, if deemed necessary by the Town, the Town will issue a written addendum clarifying the matter in question. Should the Offeror fail to seek such a clarification prior to the Proposal opening, the Offeror thereby waives, and agrees to indemnify and hold the Town harmless from, any claim, suit or cause of action arising out of or related to such ambiguity, discrepancy, error, omission or conflicting statement which the Offeror (and any person bidding to Offeror and/or subsequently in contract with Offeror, relating to the subject project) knew or should have known existed at the time of Proposal.
- e. Each Offeror shall ascertain prior to submitting his Proposal that he has received all Addenda issued, and he shall acknowledge receipt and inclusion in his Proposal of all Addenda.

12. Offeror Disclosure

Each Offeror shall certify, upon signing a Bid or Proposal, that to the best of his knowledge no Town official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract resulting from this RFP (the "Contract"), or could affect payment pursuant to the terms of the Contract.

- 13. Pursuant to Code Section §2.2-4330(B)(1) of the Code of Virginia, as amended, the contracting authority has elected to use the procedure for the Proposal, which reads as follows:
- 14. The Offeror shall give notice in writing of his claim of right to withdraw their Proposal within two (2) business days after the conclusion of the Proposal opening procedure.

15. The selected Offeror shall maintain insurance to protect the Town of Haymarket from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under the Contract, whether such operations by the selected Offeror, or anyone directly or indirectly employed by either Contractor or Subcontractor, such insurance to conform to the amounts as prescribed by law.
16. The selected Offeror shall, during the term of the Contract including any warranty period, indemnify, defend and hold harmless the Town of Haymarket, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of damage arising out of the negligent acts, errors, or omissions, recklessness, or intentionally wrong conduct of the selected Offeror or his employees.
17. In addition to any other forms of insurance for bonds required under Contracts and specifications pertaining to this project, the Town of Haymarket shall require any selected Offeror to whom or to which it lets any work contemplated hereunder to carry Public Liability Insurance in accordance with the specifications on the following exhibit and a Certificate of Insurance attesting to these required coverages. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the selected Offeror's Subcontractor to cover their operation.
18. The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion.
19. Minimum insurance requirements are shown on the attached "SCHEDULE "A" INSURANCE COVERAGE". Current insurance certificates documenting compliance with this coverage shall be provided to the Town Manager of the Town of Haymarket prior to the award of any Contract. The certificate shall name Town of Haymarket as "Additional Insured" under the Automotive and Comprehensive General Liability categories of this policy.
20. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section §2.2-4343.1 or against any Offeror because of race, religion, sex, national origin, age, disability, or any other basis prohibited under state law relating to discrimination in employment.

21. Safety

The selected Offeror, their Contractors and Subcontractors performing services for the Town of Haymarket are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, the selected Offeror, their Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under the Contract.

22. Notice of Required Disability Legislation Compliance

Town of Haymarket government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

23. Specifically, Town of Haymarket, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

24. Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the Town of Haymarket.

25. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

26. Employment Discrimination by Contractors Prohibited

Every Contract of over ten thousand dollars (\$10,000) shall include the following provisions: During the performance of this Contract, the Offeror 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 or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall 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 to meet this requirement.

The selected Offeror will include the provisions of the foregoing paragraphs a, b, and c in every Subcontract or Purchase Order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or Vendor.

27. Drug-free Workplace

Every Contract of over ten thousand dollars (\$10,000) shall include the following provisions:

During the performance of this Contract, the contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or Advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or Purchase Order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or Vendor.

For the purpose of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

28. Exemption from Taxes

The Town of Haymarket is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the Town of Haymarket’s tax-exempt status will be furnished by the Town of Haymarket on request.

29. Substitutions

No substitutions, including key personnel, or cancellations are permitted after the Contract is awarded unless there is prior written approval by the Town of Haymarket.

30. Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of the Town Manager.

31. Debarment

By submitting a Proposal, the Offeror is certifying that he/she is not currently debarred by the Town or the County, or any other locality. The Town's and County's debarment procedures are in accordance with Section 2.2-4321 of the Code of Virginia.

32. Immigration Reform and Control Act of 1986

By accepting a Contract award, the selected Offeror certifies that it does not and will not during the performance of the Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

33. Each Bidder or Offeror shall certify, upon signing a Bid or Proposal, that to the best of his knowledge no Town of Haymarket official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

34. Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in the Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in the Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Town Manager (https://cisiweb.scc.virginia.gov/z_container.aspx) (Form Attached).

35. W-9 Form

Each Bidder or Offeror will submit a completed W-9 form with their Proposal. In the event of a Contract award, this information is required in order to issue Purchase Orders and payments to the Offeror. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

36. Contract Administration

This Contract will be administered by the Town Manager.

PART 1 - INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Preparation and Submittal of Proposals

- a. All Proposals shall be signed in ink by authorized personnel of the Offeror.
- b. All attachments to the Proposals requiring execution by the Offeror are to be returned with the Proposals.

2. Withdrawal of Proposals

- a. All Proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for opening.
- b. The Offeror may withdraw his Proposal from consideration if the service proposed was substantially different than the other Proposals due solely to a mistake therein, provided the Proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgmental mistake, and was actually due to an unintentional arithmetic error, or an unintentional omission of a quantity of work, labor, or materials made directly in the compilation of the Proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the proposal sought to be withdrawn.
- c. The following is the procedure for withdrawal of Proposal:
 - (1) The Offeror must give notice in writing of his claim of the right to withdraw his Proposal within two (2) business days after the conclusion of the Proposal opening procedure.
 - (2) No Proposal may be withdrawn under this section when the result would be the awarding of the Contract on another Bid/Proposal of the same Bidder/Offeror in which the ownership of the withdrawing Bidder/Offeror is more than five percent.
 - (3) No Offeror who is permitted to withdraw a Proposal shall for compensation, supply any material or labor to or perform any subcontract or other work agreement for the Offeror to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Proposal was submitted, without

the approval of the Town Manager. The Offeror to whom the Contract was awarded and the withdrawing Offeror are jointly liable to the Town of Haymarket in an amount equal to any compensation paid to, or for the benefit of, the withdrawing Offeror without such approval.

d. The Town Manager may contest withdrawal of any Proposal by any means by law.

3. Miscellaneous Requirements

- a. The Town of Haymarket will not be responsible for any expenses incurred by an Offeror in preparing and submitting a Proposal. All Proposals shall provide a straightforward concise delineation of capabilities to satisfy the requirements of this request. Emphasis shall be on completeness and clarity of content.
- b. Offerors who submit a Proposal in response to this RFP may be required to make an oral presentation of their Proposal. The Town Manager will schedule the time and location for this presentation if required.
- c. The contents of the Proposal submitted by the selected Offeror and this RFP will become a part of any Contract awarded as a result of these specifications. The selected Offeror shall be required to sign a Contract with the Town of Haymarket. Additional terms and provisions will be included in the Contract.
- d. The Town of Haymarket reserves the right to reject any and all Proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the Town of Haymarket. An Offeror whose Proposal is not accepted will be notified in writing.
- e. The Offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the Contract or its rights, title or interest therein, or its power to execute the Contract, to any other person, company, or corporation without prior written consent and approval by the Town of Haymarket.

4. Clarification of Proposals

Town of Haymarket reserves the right to contact Offerors individually for the purpose of clarifying Proposals.

5. Offeror’s Incurred Costs

Town of Haymarket is not liable for any cost incurred by Offeror prior to any agreement, the Contract or Purchase Order.

6. Right to Cancellation

Award to a selected Offeror will be made under a Contract arrangement cancelable by the Town in the event that continuing funds are not appropriated.

7. Offeror Declaration

The Offeror must state that its Proposal was made without connection with any other person, company or parties making a similar Proposal and that it is in all respects fair and in good faith without collusion or fraud.

8. Terminology

Terminology used in this Request for Proposal might imply or denote a particular Offeror. The terminology used and the organization of the RFP is not intended to be restrictive in any way. A request for an interpretation of the intent of the RFP shall be made by the Offeror in these situations.

9. Licensing Agreement

Any licensing agreement required by the Offeror must be fully described in writing and signed by the Town and the Offeror.

10. Proposal Property of Town

All Proposals submitted in response to this RFP becomes the property of the Town of Haymarket. Supporting technical manuals will be returned at the request of the Offeror.

11. Confidentiality

All Proposals will be available for inspection by interested parties following the final selection date. If an Offeror wishes that any parts of his Proposal remain confidential, he shall state so clearly.

12. Addenda

Any Addenda shall be issued in writing in order to be enforceable; no oral statement, explanations or commitments by whomsoever shall be of any effect unless included into the written Addenda and incorporated into the Contract that is signed by both parties.

13. Contracting

Upon award of a Contract, the RFP and the selected Offeror's Proposal will become part of the Contract. The Town of Haymarket intends to enter into Contracts that best serve the interests of the Town and the Offeror agrees to enter into the Town of Haymarket's "STANDARD CONTRACT FOR SERVICES".

PART 2 - SPECIAL CONTRACT TERMS AND CONDITIONS

1. The extent and character of the work to be accomplished by the Offeror shall be subject to general control and approval of the Town Manager or his authorized representative. The Offeror shall not comply with requests and/or orders issued by other than the Town Manager's representatives acting within their authority for the Town of Haymarket.

2. User List

Offerors are required to furnish the issuing office with a list of all locations in local governments in Virginia and nearby states that are using the same service and the name, address and telephone number of a contact person.

3. Assignment

The selected Offeror shall be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract, its rights, title, or interests therein, or its power to execute the Contract, to any other person, company or corporation without the prior written consent and approval of Town of Haymarket.

4. Exceptions

Any and all exceptions to the specifications included in this RFP must be fully detailed and explained on a separate schedule outlined "Exceptions to RFP". Should the Offeror not indicate and explain all exceptions, his Proposal may be rejected.

5. Proposal Selection

The Offeror that best meets the selection criteria described in Proposal Requirements will be recommended to the Town Council for award of a Contract. Authorization to award a contract is at the sole discretion of the Town Council, or its designee.

**COMPENSATION AND CLASSIFICATION SYSTEM WITH MARKET STUDY FOR
THE TOWN OF HAYMARKET**

RFP # _____

SPECIFICATIONS

1. INTRODUCTION

Town of Haymarket (within Prince William County) is soliciting proposals from qualified consulting firms, experienced in the development of a job evaluation and compensation system. Our desire is to hire a consultant who will assist the Town of Haymarket in reviewing the existing job description and compensation system, analyzing the current jobs performed by employees, determine the correct market pay for each position, and provide a market analysis of the total compensation package offered to Town of Haymarket employees including salary and benefits. The consultant will utilize existing benchmark data on the Town of Haymarket’s benefit plans when analyzing the Total Compensation package; additional benchmark surveys in this area are not expected. The consultant is expected to make recommendations for improvements to the existing system or implementation of a new job description and compensation system along with any adjustments to pay that may be needed. The Town of Haymarket also desires to work with the chosen firm to develop a comprehensive system to track and manage compensation data moving forward.

This Request for Proposals (RFP) is an invitation by Town of Haymarket, Virginia, for consultants to submit an offer based on the project goals described below. Submittal of a proposal does not create any right or expectation to a Contract with the Town of Haymarket. The Town of Haymarket reserves the right to reject any or all proposals and the Town of Haymarket further declares that it will incur no financial obligations for any costs by any company in preparation of their proposal.

2. BACKGROUND

The Town of Haymarket is a small, historic community situated in the rapidly growing westernmost portion of Prince William County, Northern Virginia, approximately 38 miles west of Washington, D.C. Located near the foothills of the Bull Run Mountains, Haymarket offers residents a unique combination of small-town charm, rich historical heritage, and access to natural recreational resources, while benefiting from the broader region’s sustained growth and economic development.

Historically significant since the 18th century, Haymarket maintains a well-preserved downtown district featuring architecture and landmarks linked to its early American roots and Civil War history. The town’s population currently remains under 2,000 residents, yet it is part of a dynamic and expanding region that continues to attract residential and commercial development due to its strategic proximity to major employment centers across Northern Virginia and the Washington, D.C. metropolitan area.

The enhanced accessibility provided by Interstate 66 and other transportation infrastructure has accelerated growth in and around Haymarket, resulting in increased demand for municipal services including planning, public safety, and infrastructure maintenance and expansion. The Town government, though smaller in scale compared to county administrations, has adapted to meet these evolving needs.

Given its location within a highly competitive labor market, the Town of Haymarket faces challenges in recruiting and retaining qualified personnel across all departments. To address this, the Town continually evaluates its compensation and benefits packages to remain competitive with neighboring jurisdictions and ensure delivery of high-quality services to its residents.

3. SCOPE OF SERVICES

The Town of Haymarket aims to update its current classification and compensation system by applying recognized best practices in compensation management and design, while ensuring compliance with all applicable federal and state laws. To achieve this, the Town is soliciting proposals based on the following scope of services:

- A. Project planning and administration tailored to the Town’s organizational structure and needs.
- B. Employee communication sessions to ensure transparency and understanding of the process.
- C. Presentation and completion of job or position description questionnaires for all Town roles.
- D. Implementation of a point-factor job evaluation system—or a comparable methodology—to appropriately classify new and revised positions, improving internal equity and simplifying administration.
- E. Comprehensive salary survey process to establish external equity, based on benchmarked job summaries and current compensation data sourced from both custom surveys and published regional data, with findings delivered in Excel format.
- F. Development of a new pay structure, or revision of the existing structure, informed by best practices, survey results, and job evaluation outcomes.
- G. Creation and implementation of a comprehensive system to track and monitor comparative compensation for Town positions relative to the regional labor market.
- H. Preparation of a final report that includes fiscal impact analyses under various scenarios and provides materials for ongoing maintenance of the Job Evaluation system.

The Town of Haymarket anticipates on-site meetings with the selected Offeror and a final report to be delivered to the Town Manager and the Town Council by the Offeror at the end of November 2025.

July 01, 2025	Full Time	Part-Time	Notes
Department	Positions	Positions	
Administration:			
Town Manager	1	0	Town Manager is also the Zoning Administrator
Clerk of Council	1	0	
Town Planner	0	1	
Deputy Clerk/Administrator	1	0	Deputy Clerk is also the Payables and Receivable data entry personnel
Events Coordinator	1		
Finance:			
Treasurer/Director of Finance	1	0	Treasurer is also responsible for Payroll; HR matters; Benefits administrator
Public Works:			
Maintenance Coordinator	1	0	
Public Safety:			
Chief of Police	1	0	Credential Officer
Lieutenant	1	0	
Sergeant	2	0	
Officer	4	4	
Administrator	0	1	
Fleet Manager	0	1	
Totals	14	7	

The project is expected to include an evaluation of the positions of full-time and part-time personnel.

The selected Offeror shall be required and agrees to enter into a Town of Haymarket Contract for Services. The Contract shall be governed by and construed in accordance with all the applicable laws, regulations, and rules of the State of Virginia, Ordinances and regulations of the Town, Prince William County, and any applicable federal laws and regulations.

Town of Haymarket will provide the following information to the selected Offeror:

- Copies of all existing job descriptions
- Copies of all wage and salary schedules

- Copies of all employee benefit schedules
- Copy of the Town of Haymarket Personnel and Policy Manual
- Copy of the Town of Haymarket Organizational Chart

4. PROPOSAL CALENDAR

July 9, 2025	Request for Proposal Issued
July 23, 2025 - 4:30 P.M.	Deadline for questions related to RFP
July 31, 2025 – 3:00 P.M.	Responses are due

5. SPECIFICATION FOR PROPOSALS

All proposals submitted in response to this request for proposals must contain the following information in the stated order:

- A. Cover letter and introduction including the name of the Offeror, their address, and the name and contact information of the person(s) authorized to represent the company regarding all matters related to the proposals.
- B. Name and contact information of the Offeror’s project manager that would be assigned to the project.
- C. A statement of qualifications of the Offeror and the project manager and other key team members assigned to perform the work.
- D. A statement of the Offeror’s understanding of the work required and the manner in which the firm plans to approach it. Describe how the firm will approach the project implementation and evaluating/selecting alternatives and the firm’s expectation of the Town’s responsibilities.
- E. Proposed work plan that identifies the tasks necessary to respond to the Scope of Services and to meet the project requirements as described in this RFP. A final work plan will be developed following selection of the Consultant.
- F. Identification of the deliverables.
- G. References from at least five (3) clients from governmental agencies with similar projects, within the last three (3) years that are familiar with the firm’s quality of work and the firm’s performance, including schedule and budget control. Include the contact’s name and telephone number.
- H. Schedule: A thorough and detailed schedule shall be presented outlining key milestone completion dates and proposed deliverables.

- I. The Offeror shall provide a statement that the proposal is valid for a minimum of ninety (90) days after the submission deadline, signed by an individual to bind the company, with the name and title printed.

6. COST AND FEE ARRANGEMENTS

The proposal shall clearly set forth the basis for fees to be charged for the work proposed and at a minimum shall contain the following information:

- A. Proposal for the total cost of services related to the scope described above.
- B. Hourly rates for performing any services related to unforeseen project tasks not included in the original scope of work. These rates should be uniformly applied regardless of competency level of staff performing services.

The Town of Haymarket shall not be responsible for the reimbursement of any costs not specifically set forth in the Proposal. In addition, the Town of Haymarket shall reserve the right to accept any part or all of the Offeror’s fee schedule and to negotiate any charges contained therein.

7. CRITERIA FOR EVALUATION

In order to ascertain which proposal best meets the needs of the Town of Haymarket, proposals will be evaluated, according to the following criteria, by the Town Manager:

Criteria	Maximum Points
Experience and Qualifications	15
Public Sector Experience	10
Project Approach and Long Term System Solution	25
Content & Quality of the Proposal, Including Proposed Work Plan	30
Total Cost of Proposal	20
Quality of Interview (Optional)	15
TOTAL	100 (115)

- A. The Town Council will evaluate the most responsive proposals as identified by the Town Manager, who will serve as the primary point of contact throughout the evaluation process. The Town Manager may also request clarifying information from Offerors as needed. A composite rating will be developed to reflect the ranking of the written proposals in descending order. If deemed necessary the Town Manager—shall engage in individual discussions with two or more Offerors determined to be the most fully qualified, responsible, and suitable based on the proposal evaluations.
- B. At the conclusion of any discussion, on the basis of evaluation factors as set at the time of issuance of this proposal and all information developed in the selection process to this point, the Town of Haymarket shall select in the order of preference one or more Offerors whose qualifications and proposed services are deemed most meritorious. Negotiations shall

then be conducted; beginning with the Offeror ranked first. Should the Town of Haymarket determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. The Town of Haymarket reserves the right to award a contract to more than one Offeror, if it is in the Town’s best interest.

- 3. If deemed necessary the Town Manager will engage in individual discussions/interviews with two or more Offerors deemed the most fully qualified, responsible and suitable on the basis of the evaluations. The Town of Haymarket reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the Town of Haymarket.

8. TERM OF CONTRACT

The term of the Contract shall be for one (1) year, from on or before _____, 2025 through June 30, 2026, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the Town.

By mutual written agreement of the parties, the Contract may be renewed for up to four (4) additional one (1) year periods of any combination thereof. If either party wants to renew the Contract that party shall give a written request to renew to the other party at least sixty (60) days before the expiration of the original term or any renewal term of the Contract. The party receiving such request shall either accept or reject in writing such request within thirty (30) days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within thirty (30) days, the request to renew shall be deemed to be rejected, unless the parties mutually agree otherwise.

All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by a mutual written agreement that is signed by both parties. Prices shall not be increased during the initial term of this Contract.

9. ADDITIONAL INSTRUCTIONS TO THE OFFEROR

A. Selector Offeror’s Responsibilities

The selected Offeror(s) shall be responsible for completely supervising and directing the work under the Contract(s) and all subconsultants that they may utilize. Subconsultants who perform work under the Contract shall be responsible to the selected Offeror. The selected Offeror agrees to be fully responsible for the acts and omissions of their subconsultants and of persons employed by them.

B. Ownership of Documents

Any reports, specifications, blueprints, negatives or other documents prepared by the Offeror in the performance of its obligations under the Contract shall be the exclusive property of the Town of Haymarket, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this Contract. The selected Offeror shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all the selected Offeror’s obligations under the Contract without the prior written consent of the Town

of Haymarket. Documents and materials developed by the selected Offeror under the Contract shall be the property of the Town of Haymarket; however, the selected Offeror may retain file copies, which cannot be used without prior written consent of the Town of Haymarket.

C. Submissions

All project correspondence, design/review documents, reports, deliverables, etc. prepared by the selected Offeror shall be distributed to the Town of Haymarket for each task in the format and number of copies as stated herein or as agreed to in a subsequent document.

D. Responsibility for Claims and Liabilities

The Town of Haymarket's review, approval, or acceptance of, or payment for, any services required shall not be construed to operate as a waiver by the Town of Haymarket of any rights or of any cause of action arising out the Contract. The selected Offeror shall be and remain liable to the Town of Haymarket for the accuracy and competency of plans, specifications, or other documents or work and the selected Offeror is responsible for to the Town of Haymarket for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

E. Miscellaneous Requirements

- i. The Town of Haymarket shall not be responsible for any expenses incurred by the selected Offeror in preparing and submitting a Proposal. All Proposals shall provide a straightforward, concise delineation of capabilities to satisfy the requirements of this request. Emphasis shall be on completeness and clarity of content.
- ii. The contents of the Proposal submitted by the selected Offeror and these specifications shall become part of any contract awarded as a result of these specifications. The selected Offeror shall be required and agrees to sign a Standard Contract for Services with the Town of Haymarket. Additional terms and provisions shall be included in the contract.
- iii. The Town of Haymarket reserves the right to reject any and all Proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the Town of Haymarket. Offerors whose proposals are not accepted will be notified in writing.
- iv. The selected Offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the contractor its rights, title, or interest therein or its power to execute the Contract, to any other person, company, or corporation without the previous consent and approval in writing by the Town of Haymarket.
- v. The selected Offeror shall, during the terms of the Contract including any warranty period, indemnify, defend and hold harmless the Town of Haymarket, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of damage arising out of the negligent acts, errors, or omissions, recklessness, or intentionally wrong conduct of the selected Offeror, his subcontractors and his employees.

**COMPENSATION AND CLASSIFICATION SYSTEM WITH MARKET STUDY FOR
THE TOWN OF HAYMARKET**

RFP # _____

RESPONSE SHEET

Company Name: _____

Address: _____

Telephone Number: _____ Fax: _____

Email: _____

Name and Title of Person Submitting Proposal: _____

Signature: _____

Print Name: _____

REFERENCE LIST

Each Offeror is required to state similar work experience in the space provided below. Give references and other detailed information that will help the Town of Haymarket to judge the Offeror's responsibility, experience, skill, and financial standing. Proposals from inexperienced contractors will not be considered.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SCHEDULE "A"
INSURANCE COVERAGE

The kinds and amounts of insurance provided are as follows:

- **Workers’ Compensation:** Statutory
- **Automobile Liability:** Provide a minimum of \$2,000,000 combined single limit for each occurrence because of bodily injury including death. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, or hired automobiles.
- **Comprehensive General Liability:** Insurance shall be furnished with the limits of not less than:

<u>Liability</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
Bodily Injury	\$1,000,000	\$2,000,000
Property Damage	\$500,000	\$2,000,000

- **Additional Insured:** The Town of Haymarket’s Council, Town of Haymarket Administrator, its officers, agents, employees, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above.
- **Engineers Professional Liability:** “Errors and Omissions” coverage in the amount of two million dollars (\$2,000,000) shall be provided.

Virginia State Corporation Commission (SCC) Registration Information

The Offeror:

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

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

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

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

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

Firm Name

Name

Authorized Signature

Title

Date

ATTACHMENT A

TRADE SECRETS/PROPRIETARY INFORMATION IDENTIFICATION

IF NO PROTECTION IS NEEDED STATE "N/A" ON THE TABLE BELOW AND

Trade secrets or proprietary information submitted by any Bidder/Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Bidder/Offeror must invoke the protection of §2.2-4342(F) of the Code of Virginia, in writing, prior to or upon submission of the data or other materials, and must clearly and specifically identify the data or other materials to be protected, and state the reasons why protection is necessary. **The proprietary or trade secret material submitted must be identified by the Bidder/Offeror on the table below.** If the Bidder/Offeror fails to identify any protected information on the table below, the Bidder/Offeror by return of this form, hereby releases the Town of Haymarket and all of its employees from any and all claims, damages, demands or liabilities associated with the Town of Haymarket’s release of such information, and agrees to indemnify it for all costs, expenses and attorney’s fees incurred by the Town of Haymarket as a result of any claims made by Bidder/Offeror regarding the release of such information. By submitting its bid or proposal, Bidder/Offeror understands and agrees that any language seeking protection from public disclosure, any specific documents or information, unless identified on the table below, are null and void and of no legal or binding effect on the Town of Haymarket. The classification of line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Bidder/Offeror refuses to withdraw such a classification designation, the bid/proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

COMPANY NAME:_____

SIGNATURE:_____



**Town of Haymarket, Virginia
Strategic Plan
Adopted December 2, 2024**

Mission:

The Town of Haymarket is a diverse, welcoming community where residents and businesses thrive through transparent governance, fiscal responsibility, and public safety to achieve a vibrant quality of life.

Vision:

Our vision is to be a forward-looking small town that preserves our unique character and traditions, while fostering a safe, pedestrian-friendly, and inclusive community where residents, businesses, and visitors can flourish for generations.

Values:

Transparency	Accountability
Fiscal Responsibility	Community
Inclusive	Collaborative
Integrity	Effective

Goals:

- Improve Transportation and Infrastructure to Enrich Quality of Life and Maintain Small Town Feel
- Promote Fiscal Responsibility and Organizational Excellence
- Enhance Public Safety and Community Policing
- Foster Economic Development, Tourism, and Support Town Businesses
- Preserve Haymarket History
- Enhance Community Engagement



**Town of Haymarket, Virginia
Strategic Plan
Adopted December 2, 2024**

Goals and Strategies

1. Improve Transportation and Infrastructure to Enrich Quality of Life and Maintain Small Town Feel

- 1.1. Complete the implementation of the town park
- 1.2. Complete, expand, and maintain the town streetscape
- 1.3. Investigate, evaluate and assess the feasibility of a municipal parking lot, secure parking lot for Police Department, and Utility Workshop
- 1.4. Collaborate with County Supervisor, Council Members, Town Manager, Chief of Police, Partners at State level, VDOT to improve traffic flow and safety including bike, rail and pedestrian
- 1.5. Investigate the feasibility and implementation of the Traffic Safety Plan initiative - Prince William County Safe Streets for All Grant, VDOT
- 1.6. Fund and implement the Town Hall site plan

2. Promote Fiscal Responsibility and Organizational Excellence

- 2.1. Volunteer Assistance/Internship to create asset inventory
- 2.2. Investigate 2, 5, 10, 20-year financial plan
- 2.3. Research rules of engagement, roles and responsibilities of liaisons and council members
- 2.4. Investigate opportunities to network with other small-town jurisdictions and VML to report to council on state legislation and local zoning regulations
- 2.5. Procure a consultant to conduct the Update to the Town's Comprehensive Plan
- 2.6. Create and distribute a Town Services "one-pager"

3. Enhance Public Safety and Community Policing

- 3.1. Conduct an annual evaluation of resource needs as compared to demands of department (calls, legislative impacts, police practices)

Commented [EK1]: Staff actively working on finalizing the Town Park Pavillion and Restroom Facilities RFP for Public Notice. Draft RFP is on the Work Session Agenda for June 30, 2025

Commented [EK2]: Town Staff are working with the Contractors to finalize the punch list items for the Town Park Sidewalk.

Commented [EK3]: Town Manager has secured 1 quote for a Consulting Firm to prepare a cost estimate for the Town Hall Site Plan – based on the quote, TM will discuss the fee with the Finance Liaisons on 6/30 at Finance Liaison Mtg.
TM has reengaged John Heltzel, architect, to prepare a cost estimate to restart the Town Hall building plans, update cost estimate for the building plans and finalize all documents to be ready for bid.



Town of Haymarket, Virginia
Strategic Plan
Adopted December 2, 2024

- 3.2. Continue community engagement for community policing initiative including daily interactions, community events, bicycle patrol, school bus stops, etc.
- 3.3. Investigate technological advancements to enhance public safety and make recommendations and collaborate with Council
- 3.4. Achieve first certification and maintain certification every four years

4. Foster Economic Development, Tourism, and Support Town Businesses

- 4.1. Develop an advertising campaign for the business community - funding and personnel
- 4.2. Expand Partnership with PW County Economic Development and Tourism
- 4.3. Benchmark other towns and how they provide funding for start-up small businesses and promote businesses
- 4.4. Investigate ways to use economic development funds and increase participation at the Business Round Table
- 4.5. Investigate ways to engage face to face with existing businesses
- 4.6. Develop a plan to highlight the business community: add Business Spotlight through weekly videos, spotlight types of businesses, social media pages, Restaurant Week

5. Preserve Haymarket History

- 5.1. Update the contributing resources list to encompass all historic structures, and previous structures
- 5.2. Develop a plan of recognition of historical sites through a walking program and signage program
- 5.3. Document and archive historical assets
- 5.4. Develop a Historic Preservation program and museum plan
- 5.5. Investigate the possibility of providing grant funding for local preservation efforts

6. Enhance Community Engagement

- 6.1. Complete and implement the communications plan for the Town
- 6.2. Provide list of events, purpose, costs/revenue on an annual basis for Council feedback and input

Commented [EK4]: Town Staff is working to better advertise our businesses through several methods, 1) Launching the Mayor's Message - a short video highlighting a in town business or nonprofit, videos are interview style with the Mayor
2) At business roundtable meetings the Town is giving away 3 promotional videos to our businesses - done through a ticket drawing.
Will continue to work on methods to promote businesses

Commented [EK5]: See note on 4.1 – Utilizing Economic Development funds to fund these efforts

Commented [EK6]: Town has launched a Historic Walking Tour Guide - self led program. Town hosts one Staff led walk a year (in summer in participation with PWC)

Commented [EK7]: Complete the Communications Plan - working on Implementation