

**CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

**Request for Proposals**

**WASTE TIRE COLLECTION/STORAGE, HAULING AND  
PROCESSING SERVICES**

**CVWMA 09-43**

**Issue Date: December 15, 2008**

**Proposal Due Date: January 23, 2009**

**Central Virginia Waste Management Authority  
2100 West Laburnum, Suite 105  
Richmond, Virginia 23227**

**Central Virginia Waste Management Authority**  
**Request for Proposals (RFP)**  
**Waste Tire Collection/Storage, Hauling and Processing**  
**CVWMA RFP 09-43**

- 1. Background Description:** The Central Virginia Waste Management Authority (CVWMA) is a regional public service authority created pursuant to the provisions of the Virginia Waste and Water Authorities Act, §15.2-5100, et seq., to assist its thirteen member jurisdictions in developing and implementing effective solid waste management, waste diversion and recycling programs through contracts with the private sector. Member jurisdictions include: the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan, Prince George, the Town of Ashland, and the Cities of Colonial Heights, Hopewell, Petersburg and Richmond. The members that elect to participate in CVWMA programs execute a Special Project Service Agreement that authorizes the CVWMA to direct the contractor to provide the covered services to the participating Local Jurisdiction. Currently some member jurisdictions accept used tires for recycling at their convenience centers and require collection, storage and/or hauling of these tires off site in an appropriate manner. The contract or contracts that may be awarded as a result of this procurement will authorize collection/storage, hauling and processing activities to continue the Waste Tire recycling program in the CVWMA service area for those jurisdictions that elect to participate in the Contract.
- 2. Project Description:** Through this procurement the CVWMA seeks proposals to provide services for collection/storage, hauling and processing of used tires for recycling. Offerors must submit to the CVWMA sealed responses (“Response” or “Proposal”) to this Request for Proposals, (RFP) for Waste Tire Collection Storage and Recycling Services to be provided as needed after the execution of the Contract with the successful Offeror(s) and Special Project Service Agreements with the Participating Local Jurisdictions Responses. The Proposal must be received no later than 2:00 p.m., January 23, 2009 by the CVWMA at its Administrative Offices located at 2100 West Laburnum Avenue, Suite 105, Richmond, Virginia 23227. It is the Offerer’s responsibility to make sure of arrival, postmark, fax or email is not sufficient. An Offeror may be an individual, partnership, corporation, limited liability company, or other legal entity or combination of the above. The Contractor shall be responsible performing those services as described in Section 4, paragraph C, Scope of Services. The potential contract awarded as a result of this procurement will be a “requirements” contract, with no quantities guaranteed.
- 3. Trade Secrets or Proprietary Information:** Pursuant to Va. Code §2.2-4342(F), trade secrets or proprietary information submitted by any Offeror in connection with this RFP shall not be subject to public disclosure under the Virginia Freedom of Information Act. **However, the Offeror must invoke the protection in writing pursuant to the specific requirements of §2.2-4342(F) prior to or upon submission of the data or other materials, and must identify the data or other materials by page or paragraph number to be protected, and state the reasons**

**why protection is necessary.** Failure to follow these guidelines shall constitute a waiver of the Offeror's request for confidentiality where invoked.

**4. Contract Terms:** Any contract resulting from this RFP **shall include but not necessarily be limited** to the following terms:

A. **Definitions:** For purposes of this document and any resulting Contract the following terms shall apply:

- a. *Authority or CVWMA* - shall mean the Central Virginia Waste Management Authority, the instrumentality created under the provisions of the Virginia Water and Water Authorities Act, §15.2-5100 *et. seq.*, and includes the individual members (or voting alternates) of the CVWMA Board of Directors, and the officers, agents or employees of the Central Virginia Waste Management Authority. For the purposes of this Contract, "Authority" shall not include the governing bodies, the individual elected officials of the Participating Local Jurisdictions served by this Contract, except those elected officials who serve as members or alternates of the CVWMA Board of Directors, nor the employees or agents of the Participating Local Jurisdictions acting on behalf of their employer or principal, respectively.
- b. *Collection Sites* - shall mean sites where the collection of Waste Tires is to be performed. The CVWMA will notify the Contractor in writing as to the location of Collection Sites as those sites are designated by Participating Localities over the term of this Contract.
- c. *Contract* – shall mean the written document and all amendments thereto, between the CVWMA and the Contractor governing the provision of Waste Tire Collection/Storage, Hauling and Processing Services that shall result from this RFP; the Contractor's subsequent proposal and any subsequent addenda and correspondence; and the original Request for Proposals.
- d. *Contractor* - shall mean the individual, firm, partnership, joint venture, corporation, or association performing Waste Tire Collection/Storage, Hauling and Processing Services under any Contract with the CVWMA resulting from this RFP.
- e. *Force Majeure* – shall mean any cause beyond the reasonable control of the party whose performance under this Contract is adversely affected, including but not limited to acts of God, change in law, war, riot, fire, explosion, wind storm, flood, inability to obtain or use fuel, power, or raw materials, shortage or failure of the usual means of transportation, injunction, action by governments not party to this Contract, accident, and breakdown of machinery or equipment. "Reasonable control" of a party shall specifically exclude that party's ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation.
- f. *Member Jurisdictions* – shall mean the members of the CVWMA including the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and Prince George; the Cities of Colonial Heights, Hopewell, Petersburg, and Richmond; and the Town of Ashland.
- g. *Offeror* – shall mean an individual, partnership, corporation, limited liability company, or other legal entity or combination of the above that submits a

proposal to the CVWMA for Waste Tire Collection/Storage, Hauling and Processing Services.

- h. *Participating Local Jurisdictions* - shall mean those CVWMA Member Jurisdictions that have executed the Special Project Service Agreement for Waste Tire Collection/Storage, Hauling and Processing Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
  - i. *Special Project Service Agreement* - shall mean an agreement between the CVWMA and the Participating Local Jurisdictions specifying the terms and conditions under which those jurisdictions will participate in the program outlined in the Contract between the CVWMA and the Contractor.
  - j. *Waste Tire Collection/Storage, Hauling and Processing Services* - shall mean those services to be performed by the Contractor including: **a)** the provision of trailers (and/or other containers) for the collection and storage of Waste Tire at a permanent Waste Tire Collection Site or at a temporary site designated by a Participating Local Jurisdiction; **b)** the removal of full trailers and, if appropriate, their replacement with empty trailers; **c)** the processing of the waste tires collected in conformance with applicable state and local laws, ordinances and regulations **d)** reporting to the CVWMA the results of activities associated with **a)**, **b)** and **c)**; and **e)** the performance of any and all other functions and obligations relative or ancillary to the described services.
  - k. *Waste Tires* - shall mean tires that have been discarded because they are no longer suitable for their original intended purpose because of wear, damage or defect regardless of size, whether on rims or not.
- B. Term of Contract:** The term of the contract will be for a five (5) year period beginning on or about July 1, 2009, and ending on June 30, 2014. The parties agree that by their mutual consent, each expressed in writing and received at least one hundred and eighty (180) days before the termination of the initial term ending June 30, 2014, that the contract may be extended for an additional period of five (5) years upon the same terms and conditions as set forth in the contract. Minor modifications may be made to effect the intent of the RFP.
- C. Scope of Services:**
- a. **Collection Site Collection/Storage, Hauling and Processing:** The Contractor shall place trailers (minimum 40-foot trailer), or other containers as agreed to by each respective Participating Local Jurisdiction, at designated collection sites, pull the trailer when notified it is full by CVWMA, replace the trailer that has been removed with an empty trailer, haul the full trailers to the Contractor's processing facility and process the tires in accordance with applicable federal, state and local laws, ordinances and regulations. Some tires on rims are acceptable. Any limitation on the size of tires deemed acceptable shall be specified in the Offeror's proposal. The Participating Local Jurisdiction shall have the ability to self haul, without compensation to contractor. Approximately 700 tons per year of waste tires have been collected by Participating Member Jurisdictions in fiscal years 2006, 2007 and 2008.

- b. **Temporary Trailer Placement:** The Contractor, at the request of the Participating Local Jurisdiction, shall temporarily place one or more trailers at a site or sites designated by the Participating Local Jurisdiction. These temporarily placed trailers will be used for special collection events and generally will be at the designated site for a week or less as designated by the Participating Local Jurisdiction. No rent will be charged for the temporary trailer placements and the same processing fee and minimum for permanently sited trailers shall apply to temporary trailer placements.
- c. The CVWMA shall, through its Special Project Service Agreement with the Participating Local Jurisdictions, require the following:
1. Participating Local Jurisdictions shall be responsible for the collection and loading of Waste Tires into the trailers provided by the Contractor.
  2. Participating Local Jurisdictions shall provide appropriate supervision of the collection site and containers and shall accept responsibility for trailers provided by the Contractor while they are at Collection Sites.
  3. Participating Local Jurisdictions shall comply with all federal, state and local laws, regulations and ordinances applicable to the materials collected.
  4. Participating Local Jurisdictions shall hold clear title to all materials to be transferred hereunder and shall not be under any legal constraint which would prohibit the handling of such materials or the transfer of possession and title to such materials to the Contractor.
- d. *Annual Recycling Rate Report:* The Contractor shall provide information for the annual Virginia Recycling Rate Report as specified in VAC 20-130-10 et seq. upon request by CVWMA.
- e. *Monthly Reporting:* The Contractor shall provide monthly reporting to indicate by collection site by pull the tons per month. This information shall be provided to CVWMA by the 10<sup>th</sup> of the month following the month in which the pulls occurred.
- D. **Billing and Payment:** Payment for services required under the terms of the contract by the CVWMA to the Offeror shall be made within thirty (30) days after receipt of a complete and satisfactory monthly billing invoice. No payment will be due until thirty (30) days after project operations have begun. No invoice will be submitted for work that has not yet been performed.
- E. **Compensation for Services and Escalation Clause:** Any more beneficial pricing structure proffered to a CVWMA member jurisdiction compared to that extended under the terms of the Contract resulting from this procurement during the entire term of the Contract shall be granted to the CVWMA and incorporated

into the Contract. This will not impact any current agreement if any exists. If the Contract involves fees for services, an annual adjustment will be made to reflect the general increase in the cost of operations. Contract fees will increase at a rate equal to the U.S. Consumer Price Index for All Urban Consumers (CPI-U) for the preceding twelve-month period, but the increase shall not exceed five (5) percent per year.

- F. **Petition for Unusual or Unanticipated Costs:** The Contractor may petition the CVWMA and it is the CVWMA's sole discretion to grant, at any time adjustments or additions to associated fees on the basis of unusual changes, such as new or revised laws, ordinances or regulations, or other reasons. The CVWMA shall have the right, as a pre-condition for considering approval of such petition, to demand inspections by itself, or by an independent auditor, of pertinent records, information or documentation that demonstrate the "unusual changes" resulting in the need for an adjustment to the fees.
- G. **Quantities:** This is a "requirements" based contract and no minimum amount of material is guaranteed or implied to be collected. Prior to that, title shall be as outlined in Paragraph C.c.4 above. At no time shall title be in CVWMA's name.
- H. **Title to Material:** Title to the used tires collected, transported and processed shall vest to the Contractor at the time of collection. Prior to collection, title as outlined in Paragraph 4.C.c. At no time shall title vest to CVWMA.
- I. **Nondiscrimination:** During the performance of any contract resulting from this RFP, the contractor must agree to the following:
  - a. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  - 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. A copy of all such notices shall be provided to the CVWMA as a record of compliance with this requirement.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  - d. The Contractor shall include the provisions of the foregoing in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
  - e. The Contractor shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulation

(41 CFR, Part 60). During the term of the contract, the Contractor, for itself, its assignees and successors in interest, agrees to comply with Title VI of the Civil Rights Act of 1964 (as amended), which will be made a part of the contract by reference, and with any other applicable provision of federal or state law guaranteeing equal employment opportunity.

**J. Indemnification:**

- A. The Contractor shall indemnify and hold the CVWMA and its officers, agents and employees, and the Participating Local Jurisdictions and their officers, agents and employees harmless from and defend against all claims, damages, losses and expenses, including attorney's fees, of whatever kind or nature arising out of or resulting from the Contractor's (or any of the Contractor's sub-Contractors or other agents) providing or failure to provide any construction, product, goods, or services required under this Contract, including, but not limited to, any such claim, damage, loss or expense, that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or real property, including the loss of use resulting there from, or to economic loss; provided, however, that the Contractor's indemnification obligation under the scope of service of this Contract shall be limited to claims, damages, losses, and expenses caused in whole or in part by any act or omission of the Contractor or any subcontractor performing work required by the Contractor's Contract with the CVWMA, or anyone directly or indirectly employed by any of them or anyone for whose acts the Contractor or any subcontractor may be liable. This shall include environmental or other damage from violation of any regulation, law ordinance etc. Bringing of a suit on one or more causes of action will not prejudice or bar subsequent suits on any other causes of action, whether it accrued before or after the first suit. This paragraph shall survive the expiration or term of the Contract.
  
- B. The Contractor shall indemnify and hold the CVWMA and the Participating Local Jurisdictions, and their officers, agents and employees harmless from and defend against all claims (legal, equitable or administrative), damages, losses, expenses (including expert witness fees), consultant and attorney fees, remediation costs, removal costs, clean-up costs and all other costs, liabilities or expenses arising out of or resulting from the performance of services set forth in this Contract, or the failure to perform said services. This includes indemnification for any acts or omissions by any of the Contractor's sub-Contractors or other agents. It is understood that this indemnification shall extend to any and all claims against the CVWMA or the Participating Local Jurisdictions by third-parties or agencies of the federal, state or local governments for any environmental liability due to a release of pollutants to the environment, whether imposed by statute, ordinance, regulation or common law, relating to activities under this Contract. It is expressly understood that the CVWMA and the Participating Local Jurisdictions shall have no title to any of the materials collected, transported and processed by

the Contractor pursuant to the terms of the Contract and that the Contractor shall be responsible for final disposition of the materials collected, transported and processed. This Section shall survive the expiration or termination of this Contract.

K. **Insurance:** The Contractor shall be required to carry for the life of the contract with the CVWMA, Public Liability Insurance with a company licensed to do business in the Commonwealth of Virginia and in the amount and coverage specified below, in addition to any other contractual liability assumed by the contractor. The Contractor shall, prior to commencement of work under the contract, deliver Certificates of Insurance from carriers acceptable to the contractor specifying such limits, with the CVWMA and the individual localities participating in this proposed project named as additional insured parties. In addition, Contractor shall request that its insurer agree to give the CVWMA thirty (30) days advance written notice of its decision to cancel, change or fail to renew coverage. Contractor will notify CVWMA immediately if it learns of any notice or other likelihood of cancellation, expiration or other termination of the insurances required by the Contract. The CVWMA reserves the option to increase the required insurance amounts if the contract is renewed beyond five years.

a. Worker's Compensation and Employer's Liability

i. Statutory Requirements

- Employer's Liability Coverage will be required of the contractor and any sub-contractor where any class of employee engaged in work under the contract is not protected under the Workers' Compensation Statute.

b. Automotive Liability, Including Owned, Non Owned and Hired Car Coverage

Limits of Liability - \$4,000,000 Combined Single Limit for Bodily Injury and Property Damage

c. Comprehensive General Liability

Limits of Liability =

- i. Bodily Injury           \$1,000,000 each person  
                                  \$4,000,000 each occurrence
- ii. Property Damage    \$1,000,000 each occurrence
- iii. Including:
  - Completed Operations/Products
  - Contractual Liability for Specified Agreements
  - Personal Injury
  - Broad Form Property Damage

NOTE: The levels of coverage required in "b." and "c." can be met by the primary policy alone, or in concert with an excess liability policy.



- L. **Performance Bond:** The Contractor shall be required, if awarded a contract under this RFP, to furnish to the CVWMA, and keep current during the term of the Contract, including renewals if applicable, a performance bond for the faithful performance of the Contract and all obligations arising thereunder in an amount equal to at least forty-five thousand dollars (\$45,000). It shall be executed by a surety company licensed to do business in the Commonwealth of Virginia; having an "A-" or better rating by A. M. Best or Standard and Poor's; and included on the list of surety companies approved by the Treasurer of the United States. The performance bond shall be in a form acceptable to the CVWMA covering the faithful performance of the Contract. In its sole discretion CVWMA may allow an irrevocable letter of credit or other sufficient collateral surety in lieu of the performance bond with a banking institution and on terms and conditions acceptable to the CVWMA.
- a. Should the financial condition of the surety or banking institution become unacceptable to the CVWMA, the Contractor shall be notified in writing of that unacceptability. Within sixty (60) days of receipt of said notification Contractor shall furnish such additional bond or substitute letter of credit at the Contractor's expense as may be required by the CVWMA to protect its interests.
  - b. The Contract shall be subject to termination by the CVWMA at any time if said bond or letter of credit shall be canceled or the surety thereon is relieved from liability for any reason. Notice of cancellation of the bond or letter of credit must be served upon the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. The Contract will not be terminated if within five (5) working days of receipt of such notice the Contractor's files with the CVWMA a similar bond or letter of credit to be effective for the balance of the Contract period.
- M. **Governing Law:** This RFP and any Contract resulting from it shall be situated in the City of Richmond, Virginia, and shall be governed, construed, and interpreted according to the laws of the Commonwealth of Virginia and any dispute regarding same shall be brought in the City of Richmond.
- N. **Payment for Non-Performance:** Failure by the contractor to fulfill its obligations in the manner agreed upon in the Contract shall result in payment for non-performance to the CVWMA as indicated below to compensate CVWMA for the time, effort and cost to address such non-performance. If payment is due the Contractor, the non-performance payment shall be deducted from any amounts due the Contractor to compensate CVWMA and Participating Local Jurisdictions for and inconvenience, time and effort expended. If no amounts are due the Contractor, the Contractor shall remit the non-performance payment to the CVWMA on receipt of written demand from the CVWMA. Ten day advance written notice will be provided to the Contractor of the Authority's intent to invoke the payment for non-performance clause for Contract violations. The penalties are as follows:

1. Failure to provide collection services within 48 hours following notification to the Contractor by the CVWMA of the need for services. \$100.00 per occurrence
  2. Failure to collect/store, haul and process the materials collected in a manner that complies with applicable federal, state and local laws, regulations and ordinances. \$100.00 per occurrence
- 5. Conflict of Interest and Non-Collusion:** Each Offeror must disclose in its proposal the name of any officer, director, agent, or any relative of an officer, director or agent who is an employee or appointed official of the CVWMA. Further, all Offerors must disclose the name of any CVWMA employee or appointed official who owns, directly or indirectly, an interest of 5 percent or more in the Offeror's firm or any of its branches, divisions or subsidiaries.
- 6. Offeror's Non-Collusion Certification:** Any Offeror submitting a response to this RFP must complete and execute the Non-Collusion Affidavit of Offeror form included in this RFP.
- 7. Offeror Records:** Records of the Offeror and any subcontractor related to this Contract shall be subject to CVWMA review, audit and/or reproduction and shall be open to inspection by the CVWMA and/or its authorized agents, including but not limited to its employees, board members and/or Local Government officers, during normal working hours or at such times as are mutually agreed upon by the parties to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CVWMA pursuant to this Contract. The Offeror and any subcontractors shall maintain their books and records related to the performance of this Contract in accordance with the following minimum requirements:
- A. The Offeror shall maintain any and all ledgers, books of account, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements borne by the CVWMA for a minimum period of five (5) years following the conclusion of each Contract year, or for any longer period required by law.
  - B. The Offeror shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years following the conclusion of each Contract year or for any longer period required by law.
- 8. Drug-Free Workplace:** During the performance of this Contract, the Offeror shall comply with all federal, state, and local government laws regarding controlled substances, where applicable. In addition, the Offeror agrees as follows:
- A. The Offeror will provide a drug-free workplace for its employees.

- B. The Offeror will post in a conspicuous place(s), available to employees and applicants for employment, a statement notifying employees that the unlawful sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken for violation of this prohibition.
- C. The Offeror will state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace.
- D. The Offeror will include the provision of the foregoing Subparagraphs a, b and c of this Section 8 in every subcontract or purchase order under this Contract over \$10,000, so that the provisions will be binding upon the Offeror's sub-contractors and employees.

**9. Acceptable Materials**

- A. Used tires, size limitations to be defined during the negotiation phase of the Contract.
- B. Some tires may be on rims.

**10. General Terms and Conditions of the Request For Proposals:**

- A. Sealed responses (1 original and 3 copies) to this Request for Proposals must be received no later than 2:00 p.m., local time prevailing, on January 23, 2009, by:  
Central Virginia Waste Management Authority (CVWMA)  
2100 W. Laburnum Avenue, Suite 105,  
Richmond, Virginia 23227
- B. Proposals shall be accompanied by the information requested on the Offeror's Proposal form provided herein (use of form itself is optional but all information requested must be included in the same manner as requested). Envelopes (or other packaging) containing the Proposals must be sealed and must clearly show the name and address of the Offeror, and the statement "Proposal for Waste Tire Collection/Storage, Hauling and Processing Services" on the outside.
- C. Proposals may be withdrawn up to 24 hours prior to Proposal deadline and may not be modified after the Proposal deadline.
- D. The CVWMA reserves the right to reject any or all Proposals, to waive irregularities and/or informalities that are not inconsistent with law, in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the CVWMA.
- E. Proposals will be valid for ninety (90) days following the date of proposal deadline.
- F. Proposals will not be accepted by Fax machine or Internet E-mail.
- G. **Please include the following in your response:**
  - 1. Company name, address, phone number
  - 2. Primary contact person's address, phone number, cellular telephone number and e-mail address
  - 3. General description of the company, including a detailed summary indicating qualifying experience in recycling waste tires. The CVWMA reserves the right to reject any proposal that does not include a statement of experience.
  - 4. Brief description of how the material will be processed.

5. Any notices of violations received
6. Restrictions on what would be acceptable
7. End markets for materials
8. Three clients (including name, contact and phone number of the contact person) for whom Contractor has provided recycling services
9. Cost to CVWMA for:
  - a. Processing Waste Tires (to include hauling) per ton
  - b. Processing Waste Tires (without hauling – Participating Local Jurisdiction to haul)
  - c. Trailer Rent per day for trailers at a collection site for a period of time to be defined in proposal without a pull.
  - d. Minimum Weight if any of used tires per pull.

**Evaluation Criteria:** Each proposal will be evaluated by the CVWMA for responsiveness to the requirements of this RFP. Cost shall be considered in proposal evaluations, but shall not be the sole determining factor. The evaluation criteria shall include, but are not limited to:

- The responsiveness and completeness of the proposal;
- Offeror's demonstrated experience in handling, processing and recycling used tires and/or Offeror's record in handling, processing and recycling waste in an appropriate and legal manner;
- Net overall cost to CVWMA for the proposed program;
- Technical soundness of Offeror's proposed collection, hauling, and processing procedures, including proposed personnel, equipment and vehicles;
- Responsiveness to questions in Proposal negotiation interviews (if selected for an interview pursuant to Va. Code §2.2 – 4301(3)(a));
- Reputation referrals.

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**CONTRACTOR'S PROPOSAL  
FOR WASTE TIRE COLLECTION/STORAGE, HAULING AND  
PROCESSING SERVICES**

TO: Executive Director, Central Virginia Waste Management Authority  
(CVWMA)

Subject: Proposal of \_\_\_\_\_  
(AN INDIVIDUAL/ PARTNERSHIP/ CORPORATION) licensed to do business in the  
Commonwealth of Virginia

Company name: \_\_\_\_\_

Complete mailing address: \_\_\_\_\_

Physical address (if different from above): \_\_\_\_\_

Phone number: \_\_\_\_\_

Hours of operation at the above number: \_\_\_\_\_

Primary contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

Cellular telephone number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Federal I.D. Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

**PROPOSAL INFORMATION:**

<i>DESCRIPTION</i>	<i>COST to CVWMA</i>
Hauling/Processing Waste Tires per ton (minimum tonnage per trailer if any should be specified)	
Trailer Rent (per Day after X days without a pull – define X)	
Processing Waste Tires per ton – hauling provided by Participating Local Jurisdiction Specify delivery conditions (delivery appointments/times, methods and/or other conditions)	

Please include any other information that you feel may be useful in our research and evaluation process.

**General description of the company including a detailed summary demonstrating qualifying experience in transporting and processing Waste Tires. The CVWMA reserves the right to reject any proposal which does not include a statement of experience.**

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**Brief description of how and where the material will be processed:**

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**End markets for all materials:**

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**Three clients (including name, contact, and phone number of the contact person) for whom Contractor has provided computer recycling services:**

1. Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Telephone number: \_\_\_\_\_

2. Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Telephone number: \_\_\_\_\_

3. Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**Description (sizes) of Trailers to be provided for collection/storage:**

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**Description of other containers (i.e roll-offs) offered as option if any:**

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**Description of self delivery conditions (i.e notification, container, times...) if option available:**

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The undersigned, having carefully read and considered the terms and conditions of the RFP Documents for Waste Tire Collection/Storage, Hauling and Processing Services(CVWMA RFP 09-43) for the jurisdictions of the CVWMA, and being familiar with local conditions affecting the cost of work, does hereby offer to furnish, for the payment amount(s) or at the rates hereinafter set forth, all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the service as specified. This proposal is valid for ninety (90) days from the date of its submission.

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone



**NON-COLLUSION AFFIDAVIT OF OFFEROR**

State of \_\_\_\_\_)

)ss

County of \_\_\_\_\_)

\_\_\_\_\_, being duly sworn, deposes and says that:

He/She is \_\_\_\_\_ of \_\_\_\_\_ the offeror that has submitted the attached proposal;

He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

Neither said offeror nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other offeror, firm, or person to fix the price or prices in the attached RFP, or of any other offeror, or to fix any overhead, profit or cost element of the proposal or the response of any other offeror, or to secure through any collusion, connivance, or unlawful agreement any advantage against the CVWMA or any person interested in the proposed Contract; and

The price or prices set forth in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 2009.

Notary Public, State of

My Commission Expires: \_\_\_\_\_.

## **PUBLIC NOTICE**

**CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY  
2100 W. Laburnum Ave., Suite 105  
Richmond, VA 23227**

### **Waste Tire Collection/Storage Hauling and Processing Services Request for Proposals: RFP 09-43**

The Central Virginia Waste Management Authority (CVWMA) is seeking proposals for collecting/storage, hauling and processing of Waste Tires at various sites located within its service area. The contract or contracts resulting from this Request for Proposals will be for a five-year period beginning on or about July 1, 2009. Written responses must be addressed to the CVWMA and received no later than 2:00 p.m., Friday, January 23, 2009. A copy of the full Request for Proposals is available at [www.CVWMA.com](http://www.CVWMA.com) or from the CVWMA, 2100 West Laburnum Avenue, Suite 105, Richmond, VA 23227; (804) 359-8413. Additional information regarding this Request for Proposals may be obtained by calling Bernard B. Harris, Director of Operations, (804) 359-8413, ext. 553.