

Central Virginia Waste Management Authority

Request for Proposals (RFP)

Professional Debris Monitoring Services

Proposed Contract CVWMA RFP 17-03

Issue Date: February 17, 2017

**CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
2100 West Laburnum Avenue, Suite 105
Richmond, Virginia 23227**

**RFP DOCUMENTS
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FOR

PROFESSIONAL DEBRIS MONITORING SERVICES

FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

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SECTION 1

INVITATION TO RESPOND

REQUEST FOR PROPOSALS 17-03 PURSUANT TO CODE OF VIRGINIA, TITLE 11, CHAPTER 7 VIRGINIA PUBLIC PROCUREMENT ACT PROFESSIONAL DEBRIS MONITORING SERVICES

FOR

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

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. Certain of those jurisdictions desire to enter into contractual arrangements for professional debris monitoring services to be provided in conjunction with disaster recovery services to be provided under a companion Contract throughout the CVWMA service area during an emergency event (such as floods, hurricanes, and/or other natural or manmade disasters). Those jurisdictions that ultimately decide to execute a Special Project Service Agreement for this contract are considered “Participating Jurisdictions.” The successful Offeror for the purpose of negotiating a contract shall be referred to as “Contractor”.

Responses must be received no later than 2:00 p.m., March 24, 2017 by the CVWMA at its Administrative Offices located at 2100 West Laburnum Avenue, Suite 105, Richmond, Virginia 23227. An Offeror may be an individual, partnership, corporation, limited liability company, or other legal entity or combination of the above. Responses will be opened at 2:00 p.m. March 24, 2017.

SECTION 2
BACKGROUND INFORMATION
PROFESSIONAL DEBRIS MONITORING SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

Introduction

Through this procurement the CVWMA is soliciting proposals from qualified entities (hereinafter “Offeror”) to provide professional staff to perform emergency debris monitoring services. Services shall be compensated on an hourly rate basis for labor, plus mileage. Services shall be performed on an “as needed” basis. No specific amount of work is guaranteed to the Contractor(s) under the resulting contract. The potential contract awarded as a result of this procurement will be a “requirements” contract, with no quantities guaranteed.

Background

The CVWMA was created by member local governments to provide recycling and other solid waste management services in response to requests from its Member Jurisdictions. The governing body of each of these local governments appoints one or more representatives who collectively serve as the CVWMA Board of Directors. The CVWMA is incorporated by the State Corporation Commission under the provisions of the Virginia Water and Waste Act, §15.2-5100 et seq.

Each of the 13 local governments contributes funding to support the operations of the CVWMA. The CVWMA procures and administers various municipal solid waste and recycling programs through contracts with the private sector. Localities select the programs in which they participate and pay for the cost of services for each of those programs. Currently, all 13 Member Jurisdictions participate in this program and have expressed an interest in continuing their participation in this program for disaster recovery services.

CURRENT DEBRIS MONITORING SERVICES

Currently, the Member Jurisdictions participate in a CVWMA Professional Debris Monitoring Contract that expires May 31, 2017. Professional Debris Monitoring resulting from this solicitation would be available to any of the Authority's 13 Member Jurisdictions.

SUMMARY OF INTENT

The intent and purpose of this RFP is to obtain highly responsive professional debris monitoring services for the Participating Local Jurisdictions through a contract in which services would be activated through a "Notice-to-Proceed" in the event of a natural or man-made disaster. CVWMA will select one or more of the Offerors responding to this RFP to fulfill this purpose. The award(s) shall be based upon the quality of the submittal, the experience, background and ability of the Offeror(s) to perform the required services, the overall quality of the services proposed, the ability of the Offeror(s) to satisfy the criteria set forth in this RFP; and the cost of services.

SECTION 3

INSTRUCTIONS TO OFFERORS

PROFESSIONAL DEBRIS MONITORING SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

This Request for Proposals (RFP) constitutes the complete set of specifications and proposal forms. All proposals and documents must be executed and submitted in sealed envelopes as provided in this section. By submitting a proposal the offeror agrees to be bound by all terms and conditions specified herein. Submittal of a proposal in response to this RFP constitutes a binding offer by the offeror. Proposals that do not comply with these requirements may be rejected by the CVWMA.

1. Receipt and Opening of the Proposals:

- a. Sealed proposals must be received by the CVWMA at its Administrative Offices located at 2100 West Laburnum Avenue, Suite 105, Richmond, Virginia 23227, by 2:00 p.m. on March 24, 2017. At that time, in the Conference Room of the Central Virginia Waste Management Authority, the sealed responses will be publicly opened and all offerors names recorded.
- b. Proposals must be enclosed in a sealed envelope that is clearly labeled with the words "PROPOSAL FOR PROFESSIONAL DEBRIS MONITORNG SERVICES." Proposals shall be addressed as follows:

Kimberly A. Hynes, Executive Director
Central Virginia Waste Management Authority
2100 West Laburnum Avenue, Suite 105
Richmond, Virginia 23227

The face of the sealed envelope shall contain the offeror's name, a contact person, return address, date and the time the RFP is submitted. Any proposal received after the time and date specified shall not be considered and will be returned to the offeror unopened.

- c. Any proposal may be withdrawn by or before 2:00 p.m., March 24, 2017. No offeror may withdraw a proposal after this time.

2. Submittal and Execution of Proposal: One (1) original proposal and four (4) copies must be submitted by the due date for proposals. Specifically, proposals must be typed or legibly printed

in non-erasable ink. All corrections made to any part of the proposal by the offeror must be initialed in non-erasable ink.

Proposals must be executed in the name of the Offeror submitting the proposal and signed in non-erasable ink by one authorized to contractually bind the Offeror. The individual signing on behalf of an Offeror shall also type or print his name, title and address as indicated on the Offeror's Cost Proposal form contained in Section 7 of this RFP. Furthermore, where applicable, the Offeror should indicate its state of incorporation or legal formation on the form and affix its corporate or official seal attested to by the corporate secretary or similarly authorized individual.

4. Proposal Deadline: Proposals are due at the CVWMA administrative offices on the date and at the time specified in this RFP. Under no circumstance shall proposals delivered after the time specified be considered; such proposals will be returned unopened. It shall be the Offeror's sole responsibility to ensure that the proposal is complete and delivered at the proper time and to the proper place. Offers by facsimile, telegram, telephone, email or modem are not acceptable. A PROPOSAL MAY NOT BE ALTERED BY THE OFFEROR AFTER THE PROPOSAL DEADLINE.

5. Mistakes: Offerors are expected to examine the specifications and all other instructions provided herein. FAILURE TO DO SO WILL BE AT THE OFFEROR'S RISK. Unit prices quoted are for the purpose of comparison only and will not necessarily be the primary deciding factor in award of a contract.

6. Additional Terms and Conditions: Additional terms and conditions other than those requested by the RFP that are included with the proposal response shall not be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP.

7. Interpretation: All Offerors shall carefully examine the RFP. Any perceived ambiguities or inconsistencies shall be brought to the attention of the CVWMA in writing prior to the proposal deadline; failure to do so, on the part of the Offeror, will constitute an acceptance by the Offeror of any subsequent decision. Additional questions concerning the intent, meaning and interpretation of the RFP that are raised subsequent to the issuance of any addenda shall be made in writing, and received by the CVWMA at least five (5) days prior to the proposal submittal deadline. Written inquiries should be addressed to:

Mr. Rich Nolan, Director of Operations
Central Virginia Waste Management Authority
2100 West Laburnum Avenue, Suite 105
Richmond, Virginia 23227
Phone: (804) 612-0553
Fax: (804) 359-8421
Email: rnolan@cvwma.com

CVWMA will do its best to respond, but due to the deadline may not be able to respond before the submission deadline. No person at the CVWMA is authorized to provide oral interpretations of, or make oral changes to, the RFP. Therefore, any oral statements will not be binding on the CVWMA and should not be relied upon by any Offeror. Any interpretation of, or changes to, the RFP will be made in the form of a written document and will be furnished to all prospective Offerors.

8. Conflict of Interest: 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 or member jurisdiction. Further, all Offerors must disclose the name of any CVWMA or its member jurisdiction 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.

9. Legal Requirements: Offerors are required to comply with all provisions of federal, state and local laws, ordinances, rules and regulations that are applicable to the items being proposed. Lack of knowledge of the offeror shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

10. Contractual Agreement: No award shall be final until such time as a Contract as defined in Section 6 of this RFP has been executed by the CVWMA Executive Director. Any and all legal action necessary to enforce a contract resulting from this RFP will be interpreted according to laws of Virginia; the venue shall be the City of Richmond, Virginia.

11. Facilities: The CVWMA reserves the right to inspect the Offeror's facilities, equipment, etc., at any reasonable time with prior notice, to determine that the Offeror has a bona fide place of business, and is a responsible Offeror.

12. Insurance: The CVWMA has set forth its insurance requirements in detail in Section 6, General Contract Terms and Conditions, of this RFP. Offerors are strongly encouraged to review and obtain an understanding of these requirements in detail prior to submitting a proposal.

13. Disqualification of Offerors: If an Offeror submits more than one proposal or partners with two separate companies, all such proposals shall be rejected by the CVWMA and not considered by the CVWMA. Reasonable grounds for believing that an Offeror is involved in more than one proposal for the same work will be cause for rejection of all proposals with which such Offerors are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists among these Offerors.

14. Modifications: The CVWMA reserves the right to make modifications to the Scope of Services and General Contract Terms and Conditions specified in this RFP that in its sole discretion it determines more fully effectuates the intent of this RFP and Disaster Recovery Services during the negotiation process. The modification of any contract(s) resulting from this procurement after execution must be made in writing and accepted mutually by both parties. Although it is possible that certain Terms and Conditions may be modified during the negotiation process, however, for purposes of its submittal the Offeror should assume that the language contained in the General Contract Terms and Conditions will not be modified during the negotiation process.

15. Performance Bond/Letter of Credit/Payment Bond and Commitment Letter: Offerors of goods and/or services under the terms of this RFP will be required to provide evidence that a performance bond/letter of credit in the amount of \$50,000 from an approved surety/financial institution can be obtained at the time of contract execution

It shall be the CVWMA's option whether a surety company with an ownership interest held by or controlled by an Offeror shall be deemed an acceptable underwriter of the bonds required under this proposal.

16. Certificate of Insurance: Each proposal response must also be accompanied by a Certificate of Insurance evidencing the coverage set forth in the General Contract Terms and Conditions. In lieu of said Certificate, the Offeror may submit evidence satisfactory to the CVWMA that, in the event that award of the proposed contract is made to it, the required coverage

would be in place upon activation of the services through a Notice-to-Proceed. The CVWMA shall be the sole judge of what represents said satisfactory evidence.

17. Minimum Offeror Requirements: Each Offeror must prove to the satisfaction of the CVWMA that it is capable and have, or can obtain, sufficient facilities, equipment, personnel and financial stability to perform the services specified in this RFP that would be activated if a Notice-to-Proceed were issued. Further detail regarding services to be provided can be found in Section 5 of this RFP.

Offerors must have a successful record of experience in performing the provision of services specified in this RFP. A summary of present and past contracts, covering at least the last five (5) years must be provided, if length of experience permits. This record must show the name of the client/employer, address, description of the service provided, date of service, and references with phone numbers.

A minimum of three (3) professional references must be provided.

18. 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 Section 7 of this RFP.

19. Acceptance or Rejection of Proposals: The CVWMA reserves the following right and options on its behalf:

- to reject any and all proposals that fail to meet the literal and exact requirements of the RFP;
- to accept the proposal or proposals which in the judgment of the CVWMA are the best and most responsive proposal or proposals for required goods and services; or;
- to issue subsequent requests for new proposals and/or additional information.

Any or all proposals will be rejected if there is reason to believe that collusion existed among the Offerors. Proposals received from participants in such collusion will not be considered for the same services if and when re-advertised. Proposals will also be rejected from Offerors who are or have been in default on a previous contract with the CVWMA.

20. Offerors to Make Examinations: All Offerors shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and the quantity of labor, equipment, and material needed thereon. Offerors shall

make their own determinations as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions they may encounter or create, without extra cost to the CVWMA. Offerors agree that if they should execute the proposed contract, they shall make no claim against the CVWMA because of estimates or statements made by any officer or agent of the CVWMA that may prove to be erroneous. The failure or omission of Offerors to receive or examine any form, instrument, addendum or other document shall in no way relieve them of any obligations with respect to the offer submitted in response to this Request For Proposals. The CVWMA shall make all such documents available to the Offerors, upon request, where authorized and allowed by law.

21. Proprietary Information: Proprietary Information and Trade Secrets submitted by an Offeror in connection with a procurement transaction, if properly designated as provided in VA Code Sec. 11-52 (D) of the Virginia Public Procurement Act, shall not be subject to public disclosure under the Virginia Freedom of Information Act. The CVWMA will honor properly invoked provisions to protect proprietary information in conformity with VA Code Sec. 11-52 (D) of the Virginia Public Procurement Act.

22. Tentative Procurement and Contract Dates: Although the following dates are subject to change, it is anticipated that the following schedule will apply.

RFP Released	February 17, 2017
Addendum Issuance (if needed)	March 19, 2017
Proposals Due	March 24, 2017
Selection of Offerors for Interviews	April 3, 2017
Interview with Offerors	April 10, 2017
Recommendation to CVWMA Board	May 19, 2017

SECTION 4

PROPOSAL EVALUATION

PROFESSIONAL DEBRIS MONITORING SERVICES FOR CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

1. Qualifications And Competency of Offerors

Each Offeror is required to submit with the proposal supporting documentation regarding the Offeror's qualifications and capacity to cost-effectively perform the work specified in this Request for Proposals (RFP), including the following information, sworn to under oath by Offeror:

- A. An itemized list of the Offeror's equipment for use under the Contract (which may include equipment that the Offeror intends to lease (including a time frame to acquire access) or purchase from others or provide through subcontractors).
- B. Where the Offeror is a corporation or other legal entity, evidence that the Offeror is in good standing under the laws of the state of incorporation. In the case of legal entities organized under the laws of any state other than Virginia, evidence that the Offeror is licensed (or is capable of being licensed) to do business and is in good standing under the laws of the Commonwealth of Virginia, or a sworn statement that it will take all necessary action to become so licensed if its proposal is accepted.
- C. Statement that the Offeror has never been debarred or similarly eliminated or prohibited from participating in any governmental procurement action, and does not have any such proceeding pending before it at the time of the offer.

2. Evaluation Criteria

- A. Written Submittals. Offeror's are to make written proposals that present offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Offeror's proposal should provide all of the information that it considers pertinent to its

qualifications for this RFP. The proposals will be evaluated according to the following criteria upon their review by the CVWMA:

- i. Offerors demonstrated experience and reputation with the provision of goods and/or the performance of service outlined in the Scope of Services of this RFP within the United States on a similar scale, which shall include a summary of general experience, organization experience related to this RFP, performance history, and pertinent contracts. General experience is defined as general background, experience and qualifications of the Offeror, including the identification of the owners, their experience, reputations etc and including personnel, facilities, equipment, etc.
- ii. Offeror's financial strength and stability as they pertain to its ability to accomplish the objectives of this project without limitation. Financial strength shall include the Offeror's financial capacity, working capital and other resources to perform the Contract.
- iii. Offeror's commitment to and history of timely and accurate billing and reporting as specified in this RFP and in providing documentation meeting the requirements of the Federal Emergency Management Agency (FEMA) and State agencies to localities seeking reimbursement for eligible expenses.
- iv. Offeror's ability to simultaneously respond to emergency situations in multiple jurisdictions within the CVWMA service area and perform various required services.
- v. Offeror's record of compliance with federal, state and local laws and regulations within the localities and states in which Offeror has operated or presently operates.
- vi. Offeror's discussion of other specific factors not included elsewhere that support the proposal including:
 - Agreements/arrangements with subcontractors, including how the work will be accomplished within this working relationship and any indemnification agreements.
 - Unique arrangements that none or few other entities have that are advantageous for effective implementation of the activities included in this RFP.

- Equipment and procedures to protect personnel from any hazards associated with the activities required as part of a contract resulting from this RFP

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B. Selection Process. A proposal evaluation committee, acting on behalf of the CVWMA and consisting of (but not limited to) CVWMA staff will be organized to review and evaluate all proposals received. This proposal evaluation process is expected to be completed by April 14, 2017. Two or more Offerors deemed to be fully qualified and best suited among those submitting proposals shall be selected to pursue competitive negotiation based on the factors stated above. Interviews with those selected are expected to be conducted the week of April 6, 2017. However, the CVWMA reserves the right to reject all proposals received and to initiate a new competitive procurement process. **Final execution of the proposed contract is anticipated to be completed on or about May 31, 2017.**

SECTION 5

SCOPE OF SERVICES

PROFESSIONAL DEBRIS MONITORING SERVICES

FOR

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

Proposals are sought for the provision of debris monitoring services to any or all of the 13 member jurisdictions of the CVWMA. Those jurisdictions include 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. As previously noted, all member jurisdictions may or may not participate in any contract(s) resulting from this procurement. The CVWMA Service Area is 2,442 square miles; the 2016 population estimate was 1,203,088.

Offerors must become familiar with the Disaster Preparedness/Recovery Planning process required through the Virginia Department of Emergency Management. The successful Offeror will be required to meet annually with the Directors of Emergency Services and/or Emergency Service Coordinators of CVWMA and/or its Member Jurisdictions participating in the Disaster Recovery Program for the purpose of exchanging information regarding their disaster response plans and capabilities to ensure coordinated contractor response and assistance in the event of a disaster.

Services under a contract or contracts resulting from this RFP will be activated by Offerors receipt of a Notice-to-Proceed following a Declaration of Emergency, intent to issue a Declaration of Emergency or otherwise as requested by a Participating Local Jurisdiction. The Offeror shall provide a point of contact for the term of the contract and keep that contact current at all times. The point of contact would receive the Notice-to-Proceed in the event of a disaster requiring recovery services. This point of contact and the CVWMA and/or the affected jurisdiction or jurisdictions shall determine what services are required related to disaster recovery so that they can be incorporated into the Notice-to-Proceed.

Upon mobilization, the Offeror shall establish a central contact point on site and provide the served jurisdiction(s) with the name, location and means of communication with the individual(s) in charge of the relief force. The Offeror shall also provide for emergency means of communication with the central contact point and the relief force. Disaster Recovery Services Request For Proposals 17-02 18

The Offeror shall insure that debris monitoring work is carried out and documented in conformity with established Federal Emergency Management Agency (FEMA) and Virginia Department of Emergency Management (VDEM) guidelines for eligible reimbursement. The Offeror shall also advise the Participating Local Jurisdiction if and/or when needed recovery services are not in conformity with established reimbursement guidelines.

1. Scope of Services:

- A. The Contract resulting from this RFP is intended to work in conjunction with services provided under a Disaster Recovery Services Contract(s). The definition for the firm that is performing the duties under the Disaster Recovery Services Contract(s) shall be termed Debris Contractor (see Section 6 for definition).
- B. The scope of services for projects assigned under the resultant contract(s) will vary according to the requirements and needs of the Participating Local Jurisdictions following an emergency debris event. The successful Offeror (Professional Debris Monitoring Services Contractor - “Contractor”) shall be required to respond to such an event within 10 calendar days after notification by the Participating Local Jurisdiction. Individual tasks and responsibilities will be established for each project assigned. Professional staffing services to serve as debris monitors are desired under the resultant contract. However, all such individuals retained by such services shall be supervised by the Contractor and must have qualifications and experience necessary to perform the scope of services outlined.
- C. The Contractor and/or its subcontractors shall provide all vehicles, cell phones, digital cameras, safety equipment, GPS equipment, PCs and other ancillary equipment and supplies necessary to perform the work pursuant to this RFP.
- D. The Contractor and/or its subcontractors shall obtain and become familiar with all debris removal and disposal contracts for which they are providing oversight.
- E. The Contractor and/or its subcontractors shall perform the work in accordance with all applicable federal, state and local laws and regulations.
- F. Roving Monitors:
 - The Participating Local Jurisdiction and Project Manager shall assign Roving Monitors to specific debris control zones, or to a specific Contractor crew, depending upon the distribution of work assignments. Their primary function is to act as the “eyes and ears” for the Participating Local Jurisdiction to ensure that all contractual requirements, including safety, are properly implemented and enforced.

- Roving Monitors shall have the authority to monitor the operations of Debris Contractor and to report any problems to the Participating Local Jurisdiction. Roving Monitors may request contract compliance; however, they will have no authority to direct the Debris Contractor operations or to modify the contracted scope of work.
- Some of the required duties of the Roving Monitor shall include, but not be limited to, the following:
 - i. Assist in measurement of all Debris Contractor trucks and trailers with the Contractor's representative. Take photographs of all trucks and trailers.
 - ii. Observe all phases of debris loading and transport management operations assigned.
 - iii. Prepare daily reports (written or electronic) of all Contractor activities observed, to include photographs.

G. Field Monitors:

- The Participating Local Jurisdiction shall assign loading monitors at the designated Debris Contractor loading sites through-out the jurisdictions(s). Their primary function is to verify the eligibility of debris being loaded for delivery to debris management sites and landfill site.
- Field monitors will initiate and sign load tickets as verification of debris eligibility, and return a copy to Participating Local Jurisdiction designated staff at the end of each day.
- Field monitors shall prepare daily reports (written or electronic) of all Debris Contractor activities observed, to include any necessary photographs. This report shall be utilized to calculate the amount of debris for payments to Debris Contractor under disaster relief and facilitate FEMA reimbursement.
- Works with Roving Monitor as needed.

H. Drop-off Site Monitor:

- The Participating Local Jurisdiction shall assign Drop-off site monitors at debris management sites and landfill sites as identified by the Participating Local Jurisdiction throughout the recovery process. Their primary function is to ensure that accurate load quantities are being properly recorded on pre-printed debris load tickets.

- At each debris management site and landfill disposal site, the Debris Contractor shall be required to construct and maintain a monitoring tower station for use by the Drop-off Site Monitor.
- The Drop-Off Site monitor shall estimate the quantity (in cubic yards) of debris in each truck/trailer entering and exiting the Debris Contractor's selected temporary debris management site or landfill disposal site. This information shall be recorded on pre-numbered debris load tickets. Accuracy is imperative, since the Debris Contractor will only be compensated based on the data recorded on the debris load tickets.
- The Drop-off Site Monitor shall be responsible for closing out and signing each debris load ticket, and returning a copy to Participating Local Jurisdiction designated staff at the end of each day.
- Drop-off Site Monitors shall prepare daily reports (written or electronic) of all Contractor activities observed, to include any necessary photographs. This report shall be utilized to calculate the amount of debris for payments to Debris Contractor under disaster relief and facilitate FEMA reimbursement.

I. Load Evaluations

- The Drop-Off site Monitor shall submit daily reports (written or electronic) to Participating Local Jurisdiction designated staff, outlining the monitor's observations with respect to the following as applicable:
- Is the Debris Contractor using the site properly with respect to layout and environmental considerations?
- Has the Debris Contractor established lined temporary storage areas for ash, household hazardous wastes and other materials that can contaminate soil and groundwater?
- Has the Debris Contractor established environmental controls in equipment staging areas, fueling and equipment repair areas to prevent and mitigate spills of petroleum products and hydraulic fluids?
- Are plastic liners in place under stationary equipment such as generators and mobile lighting plants?
- Has the Debris Contractor established appropriate rodent control measures?
- Are burn sites constructed and operating in accordance with the plans and requirements of the contract?

- Has the Debris Contractor established procedures to mitigate smoke, dust, noise and traffic flow?
- J. Monitor's reports shall also include (written or electronic) observations at loading sites and disposal sites. If the monitor observes a problem, they shall notify Participating Local Jurisdiction designated staff immediately and take photographs of the site.
- K. All submitted reports and documents shall become property of the Participating Local Jurisdiction for such uses as it may determine.
- L. Prior to beginning work on any project, the Debris Monitoring Services Contractor(s) may be required to meet with the appropriate Participating Local Jurisdiction staff to obtain the proposed scope of work, schedule for completion and any other parameters for the project.
- M. All monitors shall report to the Participating Local Jurisdiction for four hours of training, the first day prior to the start of collection contractual operations.
- N. CVWMA would be receptive to a proposal that included a paperless electronic data collection and management system to perform the services and generate the reports described above.
- O. Offerors shall include in the Proposal a description of any significant task not listed in the Scope of Services which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for separately by the Authority.
- P. The Contractor of the Debris Monitoring Services cannot in any way be affiliated with the Contractor for Disaster Recovery Services.
- Q. Offeror should add other positions necessary to provide the services outlined in this RFP and hourly rates for each. Job descriptions for each added positions should be included in the proposal.

2. National Incident Management System (NIMS):

- A. The Offeror must be in compliance with Commonwealth of Virginia Executive Order one hundred and two (2005), *Adoption of the National Incident Management System and use of the National Preparedness Goal for Preventing, Responding To and Recovering From Crisis Events in the Commonwealth*.
- B. The Offeror must be in compliance with FEMA regulations pertaining to the tracking of expenses as required by FEMA at the time of services. Any other FEMA requirements as necessary to receive the maximum reimbursement from the State of Virginia and FEMA.

SECTION 6

GENERAL CONTRACT TERMS AND CONDITIONS

PROFESSIONAL DEBRIS MONITORING SERVICES

FOR

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

The material included in this section (Section 6) are part of this RFP but will also be part of the contract(s), or portions of the contracts if multiple vendors are selected, once executed.

For the purpose of this Contract, hereinafter referred to as "Contract", the definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

1. *Authority or CVWMA* - shall mean the Central Virginia Waste Management Authority, the instrumentality created under the provisions of the Virginia Waste and Water 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.
2. *Contract* – shall mean the written document and all amendments thereto including any Notices to Proceed and any communications concerning Notice to Proceed directions, between the CVWMA and/or Participating Local Jurisdictions and the Contractor, governing the provision of Disaster Recovery Services.
3. *Contractor* - shall mean the individual, firm, partnership, joint venture, corporation, or association including sub-contractors performing Professional Debris Monitoring Services under this Contract with the Central Virginia Waste Management Authority (CVWMA).
4. *Debris Contractor* - shall mean the individual, firm, partnership, joint venture, corporation, or association including sub-contractors performing Disaster Recovery Services under this Contract with the Central Virginia Waste Management Authority (CVWMA).
5. *Emergency* – shall mean a natural or man-made disaster or occurrence, which has the potential to cause injuries, loss of life and/or property damage requiring recovery assistance over and above the capabilities of the CVWMA and/or its Member Jurisdictions as determined by CVWMA and/or its Member Jurisdictions. The event may include, but is not restricted to, hurricanes, tornadoes, floods, snow and ice storms, earthquakes and explosions. Within 48 hours of such Emergency, the affected jurisdiction may make a Declaration of Emergency and determine whether a Notice-to-Proceed shall be issued. Emergency not necessarily "State of Emergency" as declared by the Governor.

6. *FEMA* – is an agency of the United States Department of Homeland Security, initially created by Presidential Reorganization Plan No. 3 of 1978 and implemented by two Executive Orders on April 1, 1979. The agency's primary purpose is to coordinate the response to a disaster that has occurred in the United States and that overwhelms the resources of local and state authorities.
7. *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, Richmond and the Town of Ashland.
8. *Notice-to-Proceed* – shall mean the formal notice issued by the CVWMA Member Jurisdiction(s) (City, County or Town) to the Contractor(s) to mobilize and provide disaster recovery services to the jurisdiction requiring such services as the result of an event. The Notice-to-Proceed shall include the appropriation for disaster recovery funds, terms of payment and the jurisdictional contact for coordination of services.
9. *Participating Local Jurisdictions* - shall mean those CVWMA Member Jurisdictions that have executed the Special Project Service Agreement for Disaster Recovery Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
10. *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.
11. *Service Area* – shall mean that geographic area serviced by the Contractor providing Disaster Recovery Services pursuant to this Contract at collection sites determined by the CVWMA and Participating Local Jurisdictions.

1. Term of Contract

A. Initial term. Any Contract(s) resulting from this Request for Proposals shall be for a five (5) year term commencing on or about June 1, 2017.

B. Option to Renew. The CVWMA and the Contractor, by written mutual agreement, may extend this Contract under the similar terms and conditions for one (1) additional five (5) year period. The written agreement to extend the Contract shall be made not less than one hundred eight (180) days prior to the expiration of its term. If multiple contractors are selected CVWMA at its discretion may elect to renew one but not all. If that should occur, the one renewed can assume all territory, scope of service etc.

2. 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 each

Participating Local Jurisdiction participating in this proposed project named as additional insured parties. In addition, the insurer shall agree to give the CVWMA thirty (30) days written notice of its decision to cancel, change or fail to renew coverage. The CVWMA reserves the option to increase the required insurance amounts if the Contract is renewed beyond the initial five period.

- A. Worker's Compensation
Statutory Requirements
- B. Automobile 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 - \$4,000,000 Combined Single Limit for Bodily Injury and Property Damage
Including: Completed Operations/Products
Contractual Liability for Specified Agreements
Personal Injury
XCU (Explosion, Collapse and Underground Coverage)
Broad Form Property Damage
- D. Excess Liability
Limits of Liability - \$2,000,000 each occurrence

NOTE: The levels of coverage required in B. and C. can be met either by the primary policy alone or in concert with an excess liability policy.

This Contract shall be subject to immediate termination by the CVWMA at any time, if said insurance shall be canceled by the issuing company or the insurance company is relieved from liability for any reason. Notice of cancellation must be provided to the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. This Contract will not be terminated, if within five (5) working days of receipt of such notice, the Contractor files with the CVWMA a certificate evidencing similar insurance coverage to be effective for the balance of the Contract period.

3. 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) 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 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

negligent 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.

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. 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 this Contract and that the Contractor shall be responsible for final disposal and the payment of any associated disposal/tipping fees. This Section shall survive the expiration or termination of this Contract.

4. Performance Bond or Letter of Credit

A. The Contractor shall maintain a performance bond or alternate security in the amount of Five Hundred Thousand Dollars (\$50,000). Either cash, money order, certified check, an irrevocable letter of credit.

B. Should the financial condition of the surety or banking institution become unacceptable to the CVWMA in its discretion, the Contractor shall be notified in writing of that unacceptability. Within sixty (60) days of receipt of said notification Contractor shall furnish such additional letters verifying the ability to secure and provide the bond/letters of credit. Upon activation of the contract through a Notice to proceed a bond or substitute letter of credit provided at the contractors expense shall be required by the CVWMA to protect it's interest.

C. This Contract shall be subject to termination by the CVWMA at any time if said bond availability or letter of credit shall be canceled or the surety thereon relieved from liability for any reason or if CVWMA has reason to believe the bond or letter of credit is no longer effective or stable. Notice of cancellation of the bond ability or letter of credit must be served upon the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. CVWMA shall send Contractor written notice of decision to terminate on this ground. This Contract will not be terminated, if within five (5) working days of receipt of such notice if the Contractor files with the CVWMA a similar bond evidence of bond ability or letter of credit to be effective for the balance of the Contract period.

5. Contractor's Records

A. The Contractor agrees to maintain for five (5) years from the date of final payment by any Participating Local Jurisdiction, or until all other pending matters are closed under this Contract and any associated Notice to Proceed, including final audits by state and federal agencies, whichever is later, all books, documents, papers and records pertinent to this Contract or any associated Notice to Proceed. The Contractor agrees to provide to the CVWMA, the affected Participating Local Jurisdiction, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing and copying them. The Contractor further agrees to include these provisions in any subcontracts issued by the Contractor in connection with this Contract or any associated Notice to Proceed.

B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours upon forty-eight (48) hour written request by the CVWMA or the Participating Local Jurisdiction. Evidence of the Contractor's attempt to comply with this response time, if provided by the Contractor within forty-eight (48) hours shall constitute a reasonable effort by the Contractor. Under no circumstances shall the Contractor take more than five (5) business days from the date of receipt of said notice to comply with the Section of the Contract. The records shall be available to the representative of the CVWMA or the Participating Local Jurisdiction at the Contractor's place of business.

7. Default

A. In the event that either Contractor or the CVWMA defaults in the performance of any of the material covenants or agreements to be kept, done or performed by either party under the terms of this Contract, the non-defaulting party shall notify the other party in writing of the nature of such default. The defaulting party shall immediately correct the default. The CVWMA shall have the right to contract with others to perform the services otherwise to be performed by the Contractor or to perform such services itself if the Contractor defaults.

If the defaulting party fails to correct the default as provided above, the other party, without further notice, shall have all of the following rights which the party may exercise singly or in combination, in addition to any other right or remedy allowed by law:

1. The right to declare that this Contract, together with all rights granted or obligations incurred hereunder, is terminated, effective upon such date as the non-defaulting party shall designate. In the event of such termination, Contractor shall be compensated only for the services (as set forth herein) provided in accordance with the terms of the Contract and expenses incurred as of the date of termination. Upon such termination, neither party shall have any further obligation hereunder.

2. The CVWMA shall have the right to contract with others to perform the services otherwise to be performed by Contractor or to perform such services itself and shall charge the Contractor any difference in price for such services or execute the bond to pay for the services.

In the event that Contractor files a petition in bankruptcy court or is the subject of an involuntary bankruptcy proceeding, the CVWMA shall have the right to demand assurances that Contractor can continue to perform its obligations under this Contract and Contractor shall provide such assurances as provided herein. Failure of Contractor to provide adequate assurances shall constitute a default.

B. A waiver by either party of any breach of any provision of this Contract shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation of any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargain of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in this Contract.

8. Right to Require Performance

The failure of the CVWMA at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the CVWMA thereafter to enforce same. Nor shall waiver by the CVWMA of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

9. Method of Payment and Adjustments

A. The Notice- to-Proceed to be issued by the Participating Local Jurisdiction shall represent a declaration of an event or disaster requiring debris monitoring services. Payments to the Contractor shall be made directly by the Participating Local Jurisdiction for which services are provided. Payment shall be made to the Contractor within thirty (30) days after the receipt of a complete and satisfactory billing, or upon terms and conditions mutually agreed to by the Contractor and the Participating Local Jurisdiction. Invoices shall be submitted no less frequently than monthly. The invoice for services shall detail the charges for each service provided and be in proper format and detail to support the Participating Local Jurisdiction's request for Commonwealth of Virginia and FEMA reimbursement.

B. An annual adjustment may be made to reflect the general increase in the cost of operations effective on the Contract's anniversary date. Contract fees will increase at a rate equal to the most recent 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.

C. The Contractor may petition the CVWMA at any time for adjustments or additions to associated fees on the basis of new or revised laws, ordinances or regulations which may be granted by the CVWMA at its sole discretion. The CVWMA shall have the right, as a pre-condition for approval of such petition, to demand inspections by itself, or by an independent auditor, of pertinent records that demonstrate the "unusual changes" resulting in the need for an adjustment to the fees.

D. Any more beneficial pricing structure afforded to a CVWMA member jurisdiction for goods and services outlined in this Contract shall automatically be granted to the CVWMA and incorporated as a part of this Contract between the CVWMA and the Contractor. Contractual relationships between the Contractor and CVWMA member jurisdictions established prior to the execution of this Contract shall not be affected by this provision.

10. Compliance with Equal Opportunity

During the performance of this Contract, Contractor agrees as follows:

A. 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 Contractor. 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. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purposes of meeting the requirements of this Section.

D. Contractor will include the provisions of the foregoing paragraphs A, B, and C of this Section in every subcontract or purchase order related to this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

E. 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 performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, which is made part of this Contract by reference, and with any other applicable provision of federal or state law guaranteeing equal employment opportunity.

11. Drug-Free Workplace: During the performance of this Contract, the Contractor shall comply with all federal, state, and local government laws regarding controlled substances, where applicable. In addition, the Contractor agrees as follows:

- i. The Contractor will provide a drug-free workplace for its employees.
- ii. The Contractor 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.
- iii. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

- iv. The Contractor will include the provision of the foregoing Subparagraphs a, b and c of this Section 14 in every subcontract or purchase order under this Contract over \$10,000, so that the provisions will be binding upon the Contractor's sub-contractors and employees.

12. Law to Govern

This Contract is entered into and is to be performed in the Commonwealth of Virginia. The CVWMA and Contractor agree that the laws of the Commonwealth of Virginia shall govern the rights, obligations, duties and liabilities of the parties to this Contract and shall govern the interpretation of this Contract. Any and all legal action necessary to enforce this Contract will be filed in the Circuit Court of the City of Richmond, Virginia, regardless of the location of or the geographic circumstances of the dispute.

13. Compliance with Laws and Regulations

Contractor agrees that, in the performance of Debris Monitoring Services and the performance of other work and services under this Contract, Contractor will qualify under and comply with any and all federal, state and local statutes, ordinances, rules, regulations and/or permits now in effect, or hereafter enacted or required during the term of this Contract, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

14. Permits and Licenses

Contractor, at its sole cost and expense, shall maintain throughout the term of this Contract all federal, state and/or local government permits, licenses and approvals necessary or required for Contractor to perform the work and services described herein.

15. Modifications Due to Public Welfare or Change in Law

In the event any future change in law materially alters the obligations of Contractor, then Contractor in the discretion of CVWMA may be entitled to an adjustment to the Service Fee(s) established under this Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The CVWMA and Contractor agree to enter into good faith negotiations regarding modifications to this Contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law.

16. Severability

Should any term, provision or other part of this Contract be declared illegal by a Court of competent jurisdiction, it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of the Contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In cases of illegal and/or invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.

17. Assignment and Change of Ownership

A. No assignment of this Contract or any right accruing under this Contract shall be made, in whole or in part, by Contractor without the express written consent of the CVWMA, which consent shall not be unreasonably withheld. The assignment of any Contract duties will require the written consent of the surety, applicable financial institution or insurance carrier in order to ensure that neither Contractor nor its surety, applicable financial institution or insurance carrier will be relieved of any liability and/or obligation to perform unless the assignee provides the surety required under this Contract and so long as the original surety remains liable for services either improperly or not performed by Contractor prior to the assignment of this Contract.

B. This Contract shall be binding upon the parties hereto, their legal heirs, representatives, successors and assigns.

18. Independent Contractor

Contractor shall perform all work and services described herein as an independent Contractor and not as an officer, agent, servant or employee of the CVWMA or the Participating Local Jurisdictions. Except as otherwise provided under this Contract, Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same. Nothing herein shall be construed as creating a partnership or joint venture between the CVWMA and Contractor. No person performing any of the work or services described hereunder whether Contractor or any of its sub-contractors shall be considered an officer, agent, servant or employee of the CVWMA, and no such person shall be entitled to any benefits available or granted to employees of the CVWMA.

19. Subcontractors and Joint Ventures

A. Each individual entity of Contractor that is constituted as a joint venture shall be considered and treated as a subcontractor subject to the conditions applicable to subcontractors under this Contract. It is understood that Contractor's national cooperative marketing agreements with other corporations shall not be defined as a subcontract or joint venture relationship under this Section.

20. Contingent Fee Warranty and Conflict of Interest

A. Contractor warrants that no person or persons have been employed or retained for the specific purpose of soliciting or securing this Contract. Contractor further warrants that no person or company has been or will be paid any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Contract. For breach of one or both of the foregoing warranties, CVWMA shall have the right to terminate this Contract without liability, or, at its discretion, to recover the full amount of said prohibited fee, commission, percentage, brokerage fee, or contingent fee.

B. Contractor hereby certifies that to the best of its knowledge, no employee of the CVWMA, nor any member thereof, nor any public agency or official affected by this Contract has any pecuniary interest in the business of Contractor, and that no person associated with Contractor has any interest that would conflict in any manner with the performance of the Contract.

21. Amendment

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by all the parties. The written modification shall become effective according to the schedule agreed upon by the parties and set forth in any amendment to this Contract.

22. Merger Clause - Previous Agreement Superseded

This Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of the Contract if they alter, vary, or contradict the Contract.

23. Titles of Section

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

24. No Third Party Beneficiary

Nothing contained in this Contract is intended to benefit or confer any rights on any person or entity not a party to this Contract, and no such other person or entity shall have any right or cause of action hereunder

25. Construction

This Contract is intended to express the mutual intent of the parties and, irrespective of the identity of the party preparing this Contract or any document or instrument referred to herein, no rule of strict construction against the party preparing a document shall be applied.

**SECTION 7
REQUIRED FORMS**

**PROFESSIONAL DEBRIS MONITORING SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

**PROFESSIONAL DEBRIS MONITORING SERVICES
CONTRACTOR'S PROPOSAL**

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: _____

PROFESSIONAL DEBRIS MONITORING SERVICES

COST PROPOSAL FORM:

Offeror shall provide hourly rates for the following key personnel. These rates shall be fully burdened to include all applicable taxes, benefits, handling charges, overhead, and profits (excluding lodging, meals, and transportation). Offeror should add other positions necessary to provide the services outlined in this RFP and hourly rates for each. Job descriptions for each added position should be included in the proposal. Please use additional sheets if necessary.

Position	Unit of Measure	Price per Unit of Measure
Project Manager Primary point-of-contact to the CVWMA and overall responsible for all Consultant services and personnel		
Field Monitors Responsible for monitoring Debris Contactor loading activities.		
Roving Monitors Responsible for overseeing the debris recovery activities.		
Drop-Off Site Monitors Drop-Off Site Monitor – Responsible for determining the eligibility of users at the public debris Drop-Off Sites and issuing load tickets.		
Data Manager Responsible for Data Support Personnel.		
Data Support Personnel Responsible for tracking, verifying, and entering load tickets into a database application, digitizing source documentation.		
GIS Specialist Responsible for coordinating GIS application.		
Grant Management Consultant Responsible for the Financial Recovery Assistance portion of the project.		
Grant Management Specialist Provides support to the Financial Recovery Assistance portion of the project.		
Other		

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PROPOSAL INFORMATION:

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

General description of the company including a detailed summary demonstrating qualifying experience. This statement should include specifics as to experience with emergency debris handling and/or waste management services. The CVWMA reserves the right to reject any proposal which does not include a statement of experience.

Provide a complete description of the proposed methodology for completion of the scope of services:

If subcontractors and special consultants will be used, they should be identified and their qualifications included in the proposal. Include experience of key individuals assigned to this project, emphasizing their experience in working with similar projects and local governments. List key professional staff to be assigned work under the contract and describe their experience as project team members. Show only experience directly related to their assigned duties under the proposed project. List team members names and titles in the listed project, project title, brief project description, year completed and name, address, and phone number of the client. Include resumes of key personnel and subcontractors.

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: _____

The undersigned, having carefully read and considered the terms and conditions of the RFP Documents for **Professional Debris Monitoring Services** (CVWMA RFP 17-03) 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

PROFESSIONAL DEBRIS MONITORING SERVICES

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 _____, 2017.

Notary Public, State of

My Commission Expires: _____.

SECTION 8
OFFEROR'S SUBMITTAL CHECKLIST
PROFESSIONAL DEBRIS MONITORING SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

All Offerors submitting a response to the CVWMA RFP for Professional Debris Monitoring Services should insure themselves that the conditions described in this RFP document have been met prior to submitting the proposal. The following checklist is provided to assist the Offeror in verifying the completeness of the proposal.

1.	One (1) Original and Three (3) Copies of the Proposal	
2.	Non-Collusion Affidavit of Offeror	
3.	Performance Bond Commitment Letters	
4.	Cost Proposal Form	
5.	Personnel and Equipment Listing	
6.	Certificates of Insurance and Evidence Thereof	
7.	Financial Statements	

PUBLIC NOTICE

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

Professional Debris Monitoring Services Request for Proposals

The Central Virginia Waste Management Authority (CVWMA) is seeking proposals for professional debris monitoring services. The Contractor is to provide professional staff and necessary equipment to perform emergency debris monitoring services. The contract or contracts resulting from this Request for Proposals will be for a five-year period beginning on or about June 1, 2017. Written responses must be addressed to the CVWMA and received no later than 2:00 p.m., Friday, March 24, 2017. A copy of the full Request for Proposals is available from the CVWMA, (www.CVWMA.com), 2100 West Laburnum Avenue, Suite 105, Richmond, VA 23227; (804) 359-8413. Additional information regarding this Request for Proposals may be obtained by calling Rich Nolan, Director of Operations, (804) 612-0553.