

**Central Virginia Waste Management Authority
Request for Proposals (RFP)**

Disaster Recovery Services

Proposed Contract CVWMA RFP 17-02

Issue Date: February 10, 2017

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

**RFP DOCUMENTS
TABLE OF CONTENTS
FOR
DISASTER RECOVERY SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

<u>Section Title</u>	<u>Section</u>
Invitation to Respond	1
Background Information	2
Instructions to Offerors	3
Proposal Evaluation	4
Scope of Services	5
General Contract Terms and Conditions	6
Required Forms	7
Offeror's Submittal Checklist	8

SECTION 1

INVITATION TO RESPOND

**REQUEST FOR PROPOSALS 17-02
PURSUANT TO CODE OF VIRGINIA, TITLE 11, CHAPTER 7
VIRGINIA PUBLIC PROCUREMENT ACT
DISASTER RECOVERY SERVICES**

FOR

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

The CVWMA serves 13 Member Jurisdictions that 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. The CVWMA Service Area is 2,442 square miles and has a population of approximately 1,203,088. Requested services may be provided to any or all Member Jurisdictions, all of which have expressed an interest in participating in this project. The Central Virginia Waste Management Authority (CVWMA) desires to negotiate a multi-year contract on behalf of its Member Jurisdictions to obtain the services of a qualified and experienced firm to provide assistance during emergency events (such as floods, hurricanes and/or other natural or manmade disasters) through the following actions: (1) Disaster Preparedness/Recovery Plans Review; (2) Mobilization of Resources and Provision of Services Required for Disaster Recovery, Including Debris Removal; (3) Preparation and follow up of All Documentation Required for Reimbursement to the Affected Locality by the Appropriate Federal and/or State Agencies; and (4) Other Activities Collateral to Disaster Recovery Management and Response including but not limited to: hurricanes, floods, snow or ice storms, and / or any other natural or man-made disaster. Offerors must submit to the CVWMA sealed responses (“Response” or “Proposal”) to this Request for Proposals, (RFP) for Disaster Recovery Services to be provided as needed after the execution of the Contract(s) with the successful Offeror(s) and Special Project Service Agreements with the Participating Local Jurisdictions. 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.

The CVWMA intends to enter into a contract or contracts that would activate the scope of services upon the occurrence of a disaster resulting in the need for recovery services in any or all of its Member Jurisdictions. The CVWMA reserves the right to award a single contract or multiple contracts for all or any part of the requested services to the Offeror or Offerors submitting the most responsive proposal(s) based on the best interests of the CVWMA and its Member Jurisdictions in terms of the overall combination of quality, price and required service elements.

Copies of the RFP will be available online at www.cvwma.com or Monday through Friday from 9:00 a.m. to 4:00 p.m., beginning February 10, 2017, at the CVWMA's Administrative Offices. Interested parties may contact Richard Nolan, Director of Operations, (804) 612-0553 for further information.

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 \$500,000 from an approved surety/financial institution can be obtained at the time of contract execution and be able to perform some or all of the terms of contract herein as ultimately awarded. In addition, the proposal should include a letter from the Offeror's surety/financial institution verifying the Offeror's ability to secure and provide additional bonds/letters of credit for each Notice-to-Proceed (as term defined in Section 6, item 4) that is issued to activate service under the contract. Such performance bonds/letters of credit will be required within three business days of issuance of a Notice-to-Proceed.

In addition, a payment bond in an amount equal to the award amount or estimated award amount will also be required within three business days upon receipt of a Notice-to-Proceed.

An optional Pre-Proposal Conference will be held on March 1, 2017, at 10:00 a.m., in the CVWMA Conference Room, 2100 West Laburnum Avenue, Suite 105, Richmond, VA 23227. Attendance by phone will be available upon request.

SECTION 2
BACKGROUND INFORMATION
DISASTER RECOVERY SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

Introduction

The CVWMA is seeking proposals for the provision of disaster recovery services for any or all of the 13 Member Jurisdictions of the CVWMA. It is the intent of the CVWMA to enter into a contract with the successful Offeror(s) in which service would be activated in the event of a natural or man-made disaster requiring response, mitigation and recovery services. Services will be activated upon a Declaration of Emergency and subsequent issuance of a Notice-to-Proceed as described in more detail in Sections 5 and 6 of this RFP. Services that will be required may include, but are not limited to, management of disaster relief efforts and provision of necessary labor and equipment to carry out those services as well as technical assistance in maximizing disaster assistance available under federal and state laws and regulations. It will be at the discretion of the Participating Local Jurisdiction to outline specific services to be provided for relevant occurrences. Recovery services shall include those necessary for eliminating immediate threats to life, public health and safety, minimizing damage to public property and ensuring the economic recovery of the affected community.

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 Waste and Water 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 DISASTER RECOVERY SERVICES

Currently, the Member Jurisdictions participate in CVWMA Disaster Recovery Services Contracts that expires May 31, 2017. Additionally localities may have their own contract for Disaster Recovery Services separate and apart from the current CVWMA contract. These localities may choose to utilize any Contract that results from this solicitation as a secondary contract. Offeror understands that for these jurisdictions, the Offeror may not be called upon to perform services except in the case of an emergency. Disaster Recovery Services 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 disaster recovery 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
DISASTER RECOVERY 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 DISASTER RECOVERY 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. **Pre-Proposal Conference:**

a. *There will be an optional **PRE-PROPOSAL CONFERENCE** on Wednesday, March 1, 2017, at 10:00 a.m. in the CVWMA Conference Room, 2100 West Laburnum Avenue, Suite 105, Richmond, Virginia 23227*

b. At the pre-proposal conference, representatives of the CVWMA will be available to answer questions and explain the intent of this RFP and services required under any forthcoming contract(s). Questions about, or requested modifications to, the RFP must be submitted in writing and received by the CVWMA by 4:00 p.m. at least two (2) business days prior to the pre-proposal conference. Any such concerns properly received will be addressed at this conference.

The CVWMA will also try to address other questions or concerns that may be raised at this conference. If it deems appropriate, the CVWMA will prepare written responses to questions raised at the pre-proposal conference that relate to interpretation of, or changes to, the RFP that the CVWMA deems appropriate for clarification. The responses will be divided into two (2) categories:

- Items requiring only clarification, interpretation or explanation.
- Items requiring an addition, deletion or change to the original RFP.

c. All concerns, protests or objections related to the proposal process shall be raised in writing by Offerors not later than the conclusion of the pre-proposal conference.

d. Only written interpretations of or changes to the RFP received from or issued by the CVWMA shall be relied upon by prospective respondents in preparing their proposals. Such written clarifications, interpretations or changes will be issued by the CVWMA by 4:00 p.m., Wednesday, March 15, 2017.

3. 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 \$500,000 from an approved surety/financial institution can be obtained at the time of contract execution. In addition, the proposal should include a letter from the Offeror's surety/financial institution verifying the Offeror's ability to secure and provide additional performance and payments bonds/letters of credit in the amount for each Notice-to-Proceed that is issued to activate service under the contract. Such performance and payment bonds/letters of credit will be required within three business days of issuance of a Notice-to-Proceed. A Payment bond equal to the full amount or estimated amount of the goods and/or services provided shall also be provided upon issuance of a Notice-to-Proceed.

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 10, 2017
Pre-Proposal Conference	March 1, 2017
Addendum Issuance	March 15, 2017
Proposals Due	March 24, 2017
Interview with Offerors	April 3, 2017
Recommendation to CVWMA Board	April 21, 2017

SECTION 4

PROPOSAL EVALUATION

DISASTER RECOVERY 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. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 must provide the identification number issued to it by the State Corporation Commission. Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include a statement describing why the Offeror is not required to be so authorized. Any Offeror that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by CVWMA.
- D. 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 proposed cost for the service components included in the Offeror's proposal. *Note: As provided under the Virginia Public Procurement Act for procurement of "non-professional" services where competitive negotiations are used, price shall be considered but is not necessarily the sole determining factor.*
- iii. Evidence of the technical soundness of Offeror's proposed procedures and equipment, including the facilities and resources available for Disaster Recovery Services for both natural and man-made disasters.
- iv. 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.
- v. 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.
- vi. Offeror's ability to provide goods and/or services and equipment needed for disaster response. Response shall include a detailed outline of a mobilization plan showing how personnel and equipment would be assembled and dispatched with provisions for logistical support to include

emergency communications and fueling equipment as well as a timeframe for the execution of such activities.

- vii. Offeror's ability to simultaneously respond to emergency situations in multiple jurisdictions within the CVWMA service area and perform various required services.
- viii. 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.
- ix. 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

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. 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 3, 2017. This proposal evaluation process is expected to be completed by April 21, 2017 with a recommendation to the CVWMA Board. 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 April 30, 2017.**

SECTION 5

SCOPE OF SERVICES DISASTER RECOVERY SERVICES FOR CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

Proposals are sought for the provision of disaster recovery 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. Such services include, but are not limited to, clearing, hauling and reducing debris, providing temporary communications capability, a potable water supply, emergency refrigeration, emergency power generation, temporary housing and assisting with the operation of impacted public facilities such as water and wastewater treatment plants and landfills. As varying needs arise during disaster situations, the Offeror should be equipped to provide other germane recovery services as outlined above.

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 Management Services: The Offeror shall provide disaster recovery technical assistance to CVWMA and the Participating Local Jurisdictions. The Offeror will supervise and direct all disaster recovery services and will employ and maintain on the work site(s) a qualified supervisor(s) who will have full authority to act on behalf of the Offeror in responding to directions from the CVWMA and Participating Local Jurisdictions. The name(s) of the supervisor(s) will be provided to the CVWMA and the affected locality for each issuance of a Notice-to-Proceed.

The Offeror shall insure that disaster recovery 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.

Debris Removal: If requested in the Notice-to-Proceed, the Contractor shall remove all debris hazards to life and property resulting from an event as directed by the participating local jurisdiction that has issued the Notice-to-Proceed. Debris removal will include, but is not necessarily limited to the following:

- Clear and/or remove debris from the public right-of-way, public facilities, streets and roads, parks etc. and segregated debris placed at curbside by others.
- Remove entire trees or hanging portions of trees that pose a hazard to the public safety.
- Upon direction, remove hazardous stumps.
- Upon direction, demolish and remove condemned structures and buildings that pose a threat to public safety as a result of the disaster.
- Upon direction, remove and process white goods (household machines including such as refrigerators, washing machines, stoves and clothes dryers) to include removal of Freon if required.
- Establish and operate temporary debris staging and reduction sites (TDSRS) to accept, process, reduce, incinerate, and dispose of disaster related debris. The CVWMA member localities have identified potential TDSRS throughout the CVWMA service area, which could serve as processing/disposal locations. These sites range from 2 to 50 acres.
- Upon direction, transport and dispose of processed debris from the TDSRS to final disposal sites as approved by the Participating Local Jurisdiction.
- Plan and carry out restoration of TDSRS to original condition upon removal of debris to permanent disposal sites, including submission to the appropriate local jurisdiction the restoration plan for its approval.
- Obtain all permits and services necessary for containment, clean up, removal, transport, storage, testing, treatment and/or disposal of hazardous and industrial materials waste resulting from the disaster event. Upon the request of the CVWMA, provide copies of all such permits.

- Perform other disaster response and recovery tasks as directed.
- As necessary and directed by the Participating Local Jurisdiction, coordinate debris clearance work with the Virginia Department of Emergency Management, the Virginia Department of Transportation, the Federal Emergency Management Agency (FEMA), other CVWMA Member Jurisdictions and other agencies.

Provision of Documentation and Forms: The Offeror shall assist the CVWMA and Participating Local Jurisdictions in preparation of documentation and forms required for reimbursement requests that contain unit pricing and other information required by VDEM and FEMA, including review of documentation prior to submittal; the Offeror shall also disclose which activities may be or are not eligible for reimbursement. The Offeror shall provide disposal tickets, field inspection reports, pictures and any other required documents and records. A representative of the Participating Local Jurisdiction or designee shall also verify these tickets, reports, documents and records.

Permits and Licenses: The Offeror shall secure all permits and licenses necessary for the provision of services under a contract resulting from the proposal in response to this request including any required environmental, land disturbance or other required permit. The Contractor shall not be responsible for securing permits and/or licenses that the jurisdiction is responsible for securing or for which the requirements for same have or will be waived by competent authority due to a declaration of an emergency or disaster.

Services and Facilities: Unless specifically stated elsewhere in the contract, the Offeror shall provide and pay for all management, labor, tools, equipment, transportation, supervision, and all other services and facilities necessary to execute and deliver the services within the time frame specified in the Notice-to-Proceed issued by the CVWMA or Participating Local Jurisdiction and accepted by the Offeror including generators, communications equipment etc..

Response Time: The Offeror shall meet the following response times:

- Be fully operational for clearing debris to open designated emergency routes within 24 hours of Participating Local Jurisdiction sending initial Notice-to-Proceed. Such routes will be designated by the appropriate federal, state or local authority.
- Be fully operational for hauling, sorting, and temporary storing of debris within 48 hours of Participating Local Jurisdiction sending initial Notice-to-Proceed.
- Be fully operational for reduction and disposal of debris within 72 hours of Participating Local Jurisdiction sending initial Notice-to-Proceed.

- Maintain full operational capability, up to 24 hours per day, 7 days per week, for the period of the declared Emergency.
- Quickly adjust the level and location of resources dependent upon the extent and location of damage/debris.

TABLE 1

**POTENTIAL TEMPORARY DEBRIS
STAGING AND REDUCTION SITES (TDMS)**

Location

City of Richmond:

East Richmond Rd Landfill
Old Maury St Landfill
Hickory Hill (E Belt Blvd & Terminal Ave)
Huguenot Rd/Chippenham Pkwy

Hanover County

Mechanicsville R & R Center
Montpelier R & R Center
Route 301 Landfill

Henrico County

Nuckols Rd Landfill
Charles City Rd Landfill
Woodman Rd Depot
Dabbs House Rd Depot

Chesterfield County

Southern Area Transfer Station

City of Petersburg

Petersburg Landfill (Tri-City Landfill)

City of Colonial Heights

City Landfill

Goochland County

Rt 632 Transfer Station

New Kent County

Rt 618 County Location

Charles City County

Charles City Landfill (Rt 106/Rt 609)
Debris Site (Rt 623/Rt 627)

SECTION 6

GENERAL CONTRACT TERMS AND CONDITIONS

DISASTER RECOVERY 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 Disaster Recovery Services under this Contract with the Central Virginia Waste Management Authority (CVWMA).
4. *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 Jurisdiction . 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.
5. *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.
6. *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.
7. *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.

8. *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.
9. *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 bid bond, or alternate security, in the amount of Five Hundred Thousand Dollars (\$500,000). Either cash, money order, certified check, an irrevocable letter of credit or submission of a bid bond completed and signed by all required parties is required. This bid bond shall remain in effect for the term of the Contract or until a Notice to Proceed is issued. If the Contractor does not or is unable to respond to a Notice to Proceed in the time frame defined in Section 5, 'response time' of this document the bid bond may be executed or alternate security attached.

Three business days after the issuance of a Notice to Proceed, a performance bond and a payment bond shall be obtained by the Contractor in amounts determined by the Participating Local Jurisdiction and included in the Notice to Proceed. The amount of the bonds shall be based on the "best available

information” estimate of the volume of debris, the cost for its removal, reduction and disposal, payments to subcontractors (payment bond) and any other services specified in the Notice to Proceed. The Contractor shall submit a request for payment for the premium cost of the initial performance bond penal sum amount with the Contractor’s first invoice for work performed and accepted by the Participating Local Jurisdiction.

So that the Participating Local Jurisdiction makes payment only for the actual, final premium cost of the penal sums of the performance bond, the Contractor shall submit a final invoice for payment for services performed. The final invoice shall indicate the original contract amount and the final contract amount with the performance premium cost associated with the difference. This could result in an additional charge or a refund depending on the final contract amount. The Participating Local Jurisdiction shall pay the Contractor or the Contractor shall refund the Participating Local Jurisdiction the difference between the actual premium associated with the final penal sum amount of the performance bond and the premium associated with the initial performance bond paid with the first invoice.

At the completion of all work under the Notice to Proceed, the performance bond shall be released and the Contractor shall obtain a new bid bond in the amount of Five Hundred Thousand Dollars (\$500,000).

These bonds shall be offered 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 CVWMA may allow an irrevocable letter of credit in lieu of the performance bond with a banking institution and on terms and conditions acceptable to the CVWMA.

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. Inspections

Contractor agrees to permit CVWMA and/or its designated representatives to inspect facilities, equipment and other records necessary to evaluate Contractor's performance under this Contract. Inspection of the equipment, facilities and materials collected shall be on demand. Inspection of other records shall be in accordance with the Section of this Contract pertaining to Contractor’s Records.

6. 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 disaster recovery 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. The invoice shall be supported by the appropriate documentation including, but not limited to, truck trip tickets, tons or cubic yards of debris, equipment log hours and labor hours that have been verified by a representative of the Participating Local Jurisdiction. These terms shall be included in the Special Project Service Agreement between the CVWMA and its Member Jurisdictions through which this project shall be implemented.

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.

E. The Participating Local Jurisdiction may retain a maximum of five (5) percent of the amount of all payments until such time as all contracted work is complete. "Completion" will be determined by mutual agreement between the Contractor and the Participating Local Jurisdiction. If the work is not completed or if default occurs, the funds revert to the local jurisdiction and/or the local jurisdiction will not have to pay for the work.

10. Compliance with Equal Opportunity

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

A. Contractor shall not discriminate against any employee, applicant for employment or subcontractor because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment 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. Compliance with Federal, State and Local Laws and Federal Immigration Law:

A. The Offeror shall not during the performance of the Contract, knowingly employ an unauthorized alien as defines in the federal Immigration Reform and Control Act of 1986.

B. Any Offeror with more than an average of 50 employees for the previous 12 months entering into the Contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to the Contract.

C. Any such Offeror who fails to comply with this provision shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the Offeror's registration and participation in the E-Verify program.

12. 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:

A. The Contractor will provide a drug-free workplace for its employees.

B. 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.

C. 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.

D. 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.

13. 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.

14. Compliance with Laws and Regulations

Contractor agrees that, in the performance of Disaster Recovery 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.

More specifically, the Contractor shall comply will DOL regulations 40 U.S.C. 3702 and 3704.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Subcontractors and Joint Ventures

A. The Contractor shall not use a subcontractor or material supplier to whom CVWMA has a reasonable objection.

B. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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

26. 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**

**DISASTER RECOVERY SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

OFFEROR'S PROPOSAL
DISASTER RECOVERY SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

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

Proposal of _____ (AN INDIVIDUAL, A PARTNERSHIP, A CORPORATION, A LIMITED COMPANY OR OTHER LEGAL ENTITY) licensed to do business in the Commonwealth of Virginia.

The undersigned having carefully read and considered the terms and conditions of the Request for Proposals for Disaster Recovery Services, CVWMA RFP 17-02, for the Member Jurisdictions of the CVWMA, and being familiar with local conditions affecting the cost of work, does hereby offer to furnish, at the rates hereinafter set forth, all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the service as specified.

By: _____

Signature

Name/Title

Company

State of Incorporation or Formation

Address

Area Code and Telephone Number

State of _____ City/County of _____ on _____, 2017:

The individual whose name is signed to the foregoing instrument appeared before me, acknowledged the foregoing signature as his/hers, and having been duly sworn by me, made an oath that the statements in the said instrument are true.

My commission expires: _____

Signature

COST PROPOSAL FORM
DISASTER RECOVERY SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
RFP 17-02

COST/CUBIC YARD

1. Segregation, removal and processing of eligible debris from public right-of-way, public facilities, streets, roads and curbsides. (Rate applies to mixed loads - woody debris commingled with construction and demolition debris) _____

2. Tree, limb and other woody debris removal and processing (Rate applies to loads with woody debris only - segregation not required) _____

3. Demolition, segregation and processing of condemned structures & buildings. _____

NOTE: Processing of woody debris will include, as appropriate reductions by chipping or burning.

ITEM/DESCRIPTION	UNIT	UNIT PRICE
1. Pick-up from Public Property or Right of Way and haul to a TDMS or Disposal Facility 15 or less miles away (one-way miles)	CY Tons	
2. Pick-up from Public Property or Right of Way and haul to a TDMS or Disposal Facility 16 to 30 miles away (one-way miles)	CY Tons	
3. Pick-up from Public Property or Right of Way and haul to a TDMS or Disposal Facility 31 to 45 miles away (one-way miles)	CY Tons	
4. Pick-up from Public Property or Right of Way and haul to a TDMS or Disposal Facility 46 to 60 miles away (one-way miles)	CY Tons	
5. Volume reduction of debris through grinding and/or chipping (standard 4" X 6" demolition screen)	CY Tons	
6. Volume reduction of debris through grinding and/or chipping (4" X 4" screen)	CY Tons	
7. Volume reduction of debris through grinding and/or chipping (2" X 2" screen)	CY Tons	
8. Volume reduction of debris through air curtain incineration	CY Tons	

9. Removal of hazardous stumps that are not uprooted, 24” - 48”, by grinding or digging, removal of stump grinding chips, and backfilling resulting hole with compacted topsoil	Each	
10. Removal of hazardous stumps that are not uprooted, larger than 48”, by grinding or digging, removal of stump grinding chips, and backfilling resulting hole with compacted topsoil	Each	
11. Clean up of drainage easements, small creeks and undeveloped low lands: Rural or “cut & toss” areas - Tree removal (down or leaning) - up to but less than 6” diameter	Each	
12. Clean up of drainage easements, small creeks and undeveloped low lands: Rural or “cut & toss” areas - Tree removal (down or leaning) - 6” dia up to but less than 12” diameter	Each	
13. Clean up of drainage easements, small creeks and undeveloped low lands: Rural or “cut & toss” areas - Tree removal (down or leaning) - 12” dia up to but less than 24” diameter	Each	
14. Clean up of drainage easements, small creeks and undeveloped low lands: Rural or “cut & toss” areas - Tree removal (down or leaning) - 24” dia up to but less than 48” diameter	Each	
15. Clean up of drainage easements, small creeks and undeveloped low lands: Rural or “cut & toss” areas - Tree removal (down or leaning) - 48” and greater diameter	Each	
16. Clean up of drainage easements, small creeks and undeveloped low lands: Rural or “cut & toss” areas - removal of hanging or broken limbs (greater than 2” dia and 2’ or longer in length)	Per Tree	
17. Clean up of drainage easements, small creeks and undeveloped low lands: Rural or “cut & toss” areas - Stump Removal - 24” diameter and up to but less than 48” dia	Each	
18. Clean up of drainage easements, small creeks and undeveloped low lands: Rural or “cut & toss” areas - Stump Removal - 48” diameter and greater	Each	
19. Clean up of drainage easements, small creeks and undeveloped low lands: Urban or “total removal” areas - Tree removal (down or leaning) - up to but less than 6” diameter	Each	
20. Clean up of drainage easements, small creeks and undeveloped low lands: Urban or “total removal” areas - Tree removal (down or leaning) - 6” dia up to but less than 12” diameter	Each	
21. Clean up of drainage easements, small creeks and undeveloped low lands: Urban or “total removal” areas - Tree removal (down or leaning) - 12” dia up to but less than 24” diameter	Each	

22. Clean up of drainage easements, small creeks and undeveloped low lands: Urban or “total removal” areas - Tree removal (down or leaning) - 24” dia up to but less than 48” diameter	Each	
23. Clean up of drainage easements, small creeks and undeveloped low lands: Urban or “total removal” areas - Tree removal (down or leaning) - 48” and greater diameter	Each	
24. Clean up of drainage easements, small creeks and undeveloped low lands: Urban or “total removal” areas - removal of hanging or broken limbs (grater than 2” dia and 2’ or longer in length)	Per Tree	
25. Clean up of drainage easements, small creeks and undeveloped low lands: Urban or “total removal” areas - Stump Removal - 24” diameter and up to but less than 48” dia	Each	
26. Clean up of drainage easements, small creeks and undeveloped low lands: Urban or “total removal” areas - Stump Removal - 48” diameter and greater	Each	
27. Clean up of public rights of way, parks, schools and other locality identified areas: Rural or “cut & toss” areas - Tree removal (down or leaning) - up to but less than 6” diameter	Each	
28. Clean up of public rights of way, parks, schools and other locality identified areas: Rural or “cut & toss” areas - Tree removal (down or leaning) - 6” dia up to but less than 12” diameter	Each	
29. Clean up of public rights of way, parks, schools and other locality identified areas: Rural or “cut & toss” areas - Tree removal (down or leaning) - 12” dia up to but less than 24” diameter	Each	
30. Clean up of public rights of way, parks, schools and other locality identified areas: Rural or “cut & toss” areas - Tree removal (down or leaning) - 24” dia up to but less than 48” diameter	Each	
31. Clean up of public rights of way, parks, schools and other locality identified areas: Rural or “cut & toss” areas - Tree removal (down or leaning) - 48” and greater diameter	Each	
32. Clean up of public rights of way, parks, schools and other locality identified areas: Rural or “cut & toss” areas - removal of hanging or broken limbs (grater than 2” dia and 2’ or longer in length)	Per Tree	
33. Clean up of public rights of way, parks, schools and other locality identified areas: Rural or “cut & toss” areas - Stump Removal - 24” diameter and up to but less than 48” dia	Each	
34. Clean up of public rights of way, parks, schools and other locality identified areas: Rural or “cut	Each	

& toss” areas - Stump Removal - 48” diameter and greater		
35. Clean up of public rights of way, parks, schools and other locality identified areas: Urban or “total removal” areas - Tree removal (down or leaning) - up to but less than 6” diameter	Each	
36. Clean up of public rights of way, parks, schools and other locality identified areas: Urban or “total removal” areas - Tree removal (down or leaning) - 6” dia up to but less than 12” diameter	Each	
37. Clean up of public rights of way, parks, schools and other locality identified areas: Urban or “total removal” areas - Tree removal (down or leaning) - 12” dia up to but less than 24” diameter	Each	
38. Clean up of public rights of way, parks, schools and other locality identified areas: Urban or “total removal” areas - Tree removal (down or leaning) - 24” dia up to but less than 48” diameter	Each	
39. Clean up of public rights of way, parks, schools and other locality identified areas: Urban or “total removal” areas - Tree removal (down or leaning) - 48” and greater diameter	Each	
40. Clean up of public rights of way, parks, schools and other locality identified areas: Urban or “total removal” areas - removal of hanging or broken limbs (grater than 2” dia and 2’ or longer in length)	Per Tree	
41. Clean up of public rights of way, parks, schools and other locality identified areas: Urban or “total removal” areas - Stump Removal - 24” diameter and up to but less than 48” dia	Each	
42. Clean up of public rights of way, parks, schools and other locality identified areas: Urban or “total removal” areas - Stump Removal - 48” diameter and greater	Each	
43. Hauling reduced debris from debris management site to a disposal facility less than 15 miles away (one-way miles)	CY Tons	
44. Hauling reduced debris from debris management site to a disposal facility 15 miles up to less than 30 miles away (one-way miles)	CY Tons	
45. Hauling reduced debris from debris management site to a disposal facility 30 miles up to less than 45 miles away (one-way miles)	CY Tons	
46. Hauling reduced debris from debris management site to a disposal facility 55 miles up to less than 60 miles away (one-way miles)	CY Tons	
47. Other potential costs not mentioned above		

PERSONNEL AND EQUIPMENT LIST

**DISASTER RECOVERY SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
RFP 17-02**

Offeror shall list personnel and equipment proposed for use in this Contract. This list should include representative skills of personnel to be used as well as all equipment available for dedication to the CVWMA Disaster Recovery program to include that to be leased or provided through subcontractors. Costs quoted shall include personnel with necessary specialized equipment. Heavy equipment shall include the necessary operator(s). Specify type, make, year and model, capacity, quantity, and proposed cost per hour, day or other unit of cost.

	Hourly Rate
Personnel	_____
Vehicles	_____
Debris Grinders	_____
Pit Burners	_____
Front End Loaders/Grapple Loaders	_____
Miscellaneous other equipment	_____

SECTION 8

OFFEROR’S SUBMITTAL CHECKLIST

DISASTER RECOVERY SERVICES

FOR

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

All Offerors submitting a response to the CVWMA RFP for Disaster Recovery 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

Disaster Recovery Services CVWMA Request for Proposals 17-02

Proposals are sought by the Central Virginia Waste Management Authority (CVWMA), a regional public service authority, for Disaster Recovery Services on an as needed basis as requested by localities that are CVWMA Member Jurisdictions. Service components include: (1) Disaster Preparedness/Recovery Plans Review; (2) Mobilization of Resources and Provision of Services Required for Disaster Recovery, Including Debris Removal; (3) Preparation of All Documentation Required for Reimbursement to the Affected Locality by the Appropriate Federal and/or State Agencies; and (4) Other Activities Collateral to Disaster Recovery Management and Response. 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) or 2100 West Laburnum Avenue, Suite 105, Richmond, VA 23227 or; (804) 359-8413. Additional information regarding this Request for Proposals may be obtained by calling Rich Nolan, Director of Operations, (804) 612-0553.