

Central Virginia Waste Management Authority

Request for Proposals (RFP)

**COLLECTING, TRANSPORTING, AND PROCESSING USED ELECTRONIC
EQUIPMENT**

CVWMA RFP 17-07

Issue Date: May 26, 2017

Proposal due: June 30, 2017

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

RFP DOCUMENTS
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COLLECTING, TRANSPORTING, AND PROCESSING USED ELECTRONIC
EQUIPMENT FOR
THE CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

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SECTION 1

REQUEST FOR PROPOSALS 17-07 PURSUANT TO CODE OF VIRGINIA VIRGINIA PUBLIC PROCUREMENT ACT

COLLECTING, TRANSPORTING, AND PROCESSING USED ELECTRONIC EQUIPMENT FOR CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

Offerors must submit to the Central Virginia Waste Management Authority (CVWMA) sealed responses (“Response” or “Proposal”) to this Request for Proposals, (RFP) for Collecting, Transporting, and Processing of Used Electronic Equipment services to be provided by the selected Offeror(s) in the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and Prince George, Cities of Colonial Heights, Hopewell, Petersburg and Richmond and the Town of Ashland (the "Participating Local Jurisdictions"). Proposals are due by 2:00 p.m. on Friday, June 30, 2017. Responses must be received by the CVWMA at its Administrative Offices located at 2100 W. Laburnum Avenue, Suite 105, Richmond, Virginia 23227. An Offeror may be an individual, partnership, corporation, limited liability company, or other legal entity. Certain other terms are defined in Section 6 of this RFP; please refer to these definitions.

Background Description: The CVWMA is a regional public service authority created pursuant to the provisions of the Virginia Water and Waste 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, and Prince George, the Town of Ashland, and the Cities of Colonial Heights, Hopewell, Petersburg and Richmond. The members electing to participate in this CVWMA program may execute a Special Project Service Agreement that authorizes the CVWMA to direct the Contractor to provide the covered services to the Participating Local Jurisdiction.

Copies of the RFP will be available on-line at www.CVWMA.com and daily from 9:00 a.m. to 4:00 p.m., beginning May 26, 2017, at the CVWMA’s Administrative Offices located at the address noted above. Interested parties may contact Richard Nolan, Director of Operations, (804) 359-8413, or via email (rnolan@cvwma.com) for further information.

All Offerors of goods and/or services under the terms of this RFP will be required to provide a performance bond/letter of credit from an approved surety/financial institution. The performance bond/letter of credit required for any contract resulting from this RFP shall be for twenty-five thousand dollars (\$25,000).

A MANDATORY Pre-Proposal Conference will be held Wednesday June 7, 2017 at 11:00am in the CVWMA conference room at 2100 W. Laburnum Ave. Suite 105, Richmond VA 23227.

SECTION 2
BACKGROUND INFORMATION

**COLLECTING, TRANSPORTING, AND PROCESSING USED ELECTRONIC
EQUIPMENT FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

Introduction

The purpose of this section is to familiarize prospective Offerors with the CVWMA's current Request for Proposals (RFP) process.

Background

The CVWMA is a political subdivision of the Commonwealth of Virginia formed by 13 local government members: the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan, and Prince George, the Town of Ashland, and the Cities of Colonial Heights, Hopewell, Petersburg and Richmond. The CVWMA service area covers 2,442 square miles and has an estimated population of over 1.2 million.

The CVWMA was created by member local governments to provide recycling and other solid waste management services. 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 Authorities Act, §15.2-5100 *et seq.*

Project Description - Used Electronics Collection Services

The CVWMA's intent and the purpose of this RFP are to provide Member Jurisdictions with the highest quality and a competitive price for the following: (1) Collecting, Transporting, and Processing used electronic equipment for recycling. The potential contract awarded as a result of this procurement will be a “requirements” contract, with no quantities guaranteed.

The term of the contract will be for a one (1) year period beginning on or about July 1, 2017, and ending on June 30, 2018. The parties agree that by their mutual consent, each expressed in writing and received at least ninety (90) days before the termination of the initial term ending June 30, 2018, that the contract may be extended for an additional one (1) year period up to five (5) additional years upon the same terms and conditions as set forth in the contract, or such similar negotiated conditions that support the original scope of the contract.

Two different types of collection situations are to be considered under this procurement as identified below.

1. Collection Events

A Collection Event normally occurs on a weekend day (Saturday or Sunday) and typically lasts for four to five hours. Actual event times will vary depending on the needs of the Participating Member Jurisdiction.

For a Collection Event the Contractor shall be responsible for staffing, logistics support, and transportation, collection of monies when applicable, and operation of the Used Electronics Equipment (e-Cycle) collection. Any per unit or per pound fee charged by the Contractor for televisions and monitors, if applicable, shall be collected directly from residents, businesses and government agency. The CVWMA will be responsible for providing a site and all public education and promotion of the event(s). The amount and type of such advertising shall be at CVWMA's discretion. Contractor may provide additional advertising and/or promotion if it wishes at its own cost.

2. Scheduled Pick-Up

This procurement also seeks proposals addressing the collection of Used Electronic Equipment stored at a Participating Member Jurisdiction's location. This process would involve the scheduling of a vehicle to collect Used Electronic Equipment that was stored at a site within the CVWMA region. Participating Member Jurisdictions can provide some assistance in loading but the Contractor shall be prepared to load without assistance.

Summary of Intent

CVWMA will select one or more of the respondents 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 Offerors to perform the required services; the rebate offered to CVWMA and the Participating Local Jurisdictions; and the ability of the Offeror to satisfy all criteria set forth in this RFP. To this end, CVWMA has provided as much information as possible to all prospective Offerors to allow them to compute fair and reasonable cost proposals. However, it is the sole responsibility of the Offeror to calculate and be responsible for the prices quoted in its proposal.

A MANDATORY Pre-Proposal Conference will be held Wednesday June 7, 2017 at 11:00am in the CVWMA conference room at 2100 W. Laburnum Ave. Suite 105, Richmond VA 23227.

**SECTION 3
INSTRUCTIONS TO OFFERORS**

**COLLECTING, TRANSPORTING, AND PROCESSING USED ELECTRONIC
EQUIPMENT FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

This 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 June 30, 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 COLLECTING, TRANSPORTING, AND PROCESSING
USED ELECTRONIC EQUIPMENT"***

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, 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., June 30, 2017. No Offeror may withdraw a proposal after 2:00 p.m., June 30, 2017 unless otherwise allowed by law.
- D. A mandatory pre-proposal meeting will be held at 11:00 a.m. on June 7, 2017. Prospective Offerors must attend this meeting.

2. Submittal and Execution of Proposal: Each Offeror must submit one (1) original proposal and three (3) copies must be submitted. 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 or her name, title and address, phone number, fax number and email as indicated on the Offeror's 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.

3. **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, modem or similar digital transmission are not acceptable. A PROPOSAL MAY NOT BE ALTERED BY THE OFFEROR AFTER THE PROPOSAL DEADLINE.

4. **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. In the event of mathematical extension error(s), the unit price will prevail and the Offeror's total offer will be corrected accordingly. In the event of addition error(s), the unit price will prevail and the Offeror's total offer will be corrected accordingly.

5. **Additional Terms and Conditions:** No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal.

6. **Interpretation:** All Offerors shall carefully examine the RFP. Any ambiguities or inconsistencies shall be brought to the attention of the CVWMA or its agent 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. Any questions concerning the intent, meaning and interpretation of the proposal document shall be requested in writing, and received by the CVWMA by June 23, 2017. Additional questions concerning the intent, meaning and interpretation of the proposal document which are raised 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. Richard Nolan, Director of Operations
Central Virginia Waste Management Authority
2100 West Laburnum Avenue, Suite 105
Richmond, Virginia 23227
(804) 359-8413
Rnolan@cvwma.com

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 addendum to the proposal document and will be furnished to all prospective Offerors who have been sent an RFP and will be posted on the CVWMA web site (www.CVWMA.com).

7. **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 any of its Member Jurisdictions. Further, all Offerors must disclose the name of any CVWMA employee or appointed official of any CVWMA Member Jurisdiction who owns, directly or indirectly, an interest of five (5) percent or more in the Offeror's firm or any of its branches, divisions or subsidiaries.
8. **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.
9. **Contractual Agreement:** No proposal award shall be final until such time as a Contract as defined in Section 6 of this RFP has been approved by the CVWMA Board of Directors. 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 applicable State Court within the City of Richmond, Virginia.
10. **Facilities:** The CVWMA or any of its assigns reserves the right to inspect the Offeror's facilities and equipment at any reasonable time with prior notice to determine that the Offeror has a bona fide place of business, and is a responsible Offeror.
11. **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.
12. **Financial Records** – Each Offeror is to provide their most recent financial records and reports to provide proof of financial stability.
13. **R2 Certification** – Each Offeror shall provide evidence of R2 Certification and the most recent audit by SERI.
14. **Disqualification of Offerors:** If an Offeror submits more than one proposal, or an employee/agent of any Offeror is involved in the submission of more than one proposal, 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.
15. **Modifications:** After an award is made and during the contract negotiation process, 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. Although it is possible that certain Terms and Conditions may be modified during the negotiation process, 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.

16. **Performance Bond/Letter of Credit and Commitment Letter:** The selected Offeror(s) shall have five (5) days after they execute the Contract to deliver to the CVWMA a Performance Bond/Letter of Credit. The performance bond/letter of credit shall be executed by an approved independent surety/banking institution authorized to transact business in the Commonwealth of Virginia, guaranteeing both the faithful performance of the proposed contract and the due payment of all lawful claims for all labor, material, and equipment used in the work. The performance bond/letter of credit required for any contract resulting from this RFP shall be for twenty-five thousand dollars (\$25,000). The performance bond may be adjusted at each anniversary of the contract. The value of the performance bond/letter of credit may be determined as a part of the negotiation process of this RFP.

Each Offeror must provide, as part of the RFP response, a letter of commitment from an approved surety/financial institution to provide a performance bond/letter of credit that specifies the amount the surety/financial institution is willing to provide to the Offeror to guarantee provision of the goods and/or performance of the services of a contract resulting from this RFP. The amount shall be equal to twenty-five thousand dollars (\$25,000). In addition, it must state that said bond will be delivered within the specified time if the proposed contract is awarded.

It shall be at 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.

17. **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 his/her company, the required coverage would be in place before execution of the contract. The CVWMA shall be the sole judge of what represents said satisfactory evidence.

18. **Minimum Offeror Requirements:** All Offerors must prove to the satisfaction of the CVWMA that the Offeror is capable and has, or can obtain, sufficient facilities, equipment and personnel to perform the services specified in this RFP beginning on or about July 1, 2017.

Offerors must have a successful record of experience in performing the provision of goods and/or performance 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 a reference with phone numbers.

19. **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.

20. **Acceptance or Rejection of Proposals:** The CVWMA reserves the following rights 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 the required goods and services;
- To reject all proposals and continue and/or renew its present contract(s) for the Collecting, Transporting, and Processing of Used Electronic Equipment; and
- 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 when and if re-advertised. Proposals will also be rejected from Offerors who are or have been in default on a previous contract with the CVWMA.

21. 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.

22. Proprietary Information: Proprietary Information and Trade Secrets submitted by an Offeror in connection with a procurement transaction 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. 2.2 - 4342 of the Virginia Public Procurement Act.

23. Tentative Procurement and Contract Dates:

Proposal package available	May 26, 2017
Pre-proposal meeting (mandatory)	June 7, 2017 @ 11:00am
Proposals due & proposal opening	June 30, 2017 by 2:00pm
Interviews	July 10 – 14, 2017
Recommendation to CVWMA	
Board of Directors	TBD
Contract execution	TBD
Contract commencement	TBD

SECTION 4
PROPOSAL EVALUATION

**COLLECTING, TRANSPORTING, AND PROCESSING USED ELECTRONIC
EQUIPMENT 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 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 purchase or lease from suppliers). The Offeror should identify what is currently owned and what they need to purchase or lease.
- B. Where the Offeror is a corporation or other legal entity, evidence that the Offeror is in good standing under the laws of the Commonwealth of Virginia and the United States. In the case of legal entities organized under the laws of any other state, 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 or authorized to conduct business 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. Evidence, in form and substance satisfactory to the CVWMA, that the Offeror (and/or its affiliated agents or entities) has been in existence, for at least five (5) years and/or possesses not less than five (5) years actual operation experience in the provision of the goods and/or the performance of service outlined in the Scope of Services of this RFP. In the event that the entity itself does not have five (5) years actual operation experience, CVWMA may consider experience of individual owners, managers or other key employees for this purpose.

- E. Statement that the Offeror has never been debarred from participating in any governmental procurement action, and does not have any such proceeding pending before it at the time it submits its proposal.

2. Evaluation Criteria

- A. Written Submittals. Offerors 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:
1. Offeror's 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 this region, Virginia or the United States on a similar scale. This 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 personnel, facilities, equipment, etc.
 2. Offeror's proposed cost for the service components and/or revenue opportunity for CVWMA 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 in selecting an Offeror to contract with.
 3. Evidence of the technical soundness of Offeror's proposed procedures and equipment, including the facilities and resources available for the Collecting, Transporting, and Processing of Used Electronic Equipment.
 4. Offeror's financial strength as it pertains to ability to accomplish the objectives of this project and terms of the anticipated Contract without limitation. Financial strength shall include the Offeror's financial capacity, working capital and other resources to perform the Contract.
 5. Offeror's commitment to and track record in timely and accurate billing, document management, and reporting as specified in this RFP.
 6. Offeror's ability to provide goods and/or services on the proposed schedule.
 7. Offeror's record of compliance with all federal, state and local laws and regulations within the jurisdictions and states in which Offeror operates.
 8. 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. (CVWMA reserves the right to not approve/not accept subcontractors in any proposal).

- 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 and the public from any hazards associated with the activities included in this RFP.

B. Selection Process. A proposal evaluation committee, acting on behalf of the CVWMA and consisting of (but not limited to) CVWMA staff, board members, and Member Jurisdiction 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 during a one-week period beginning July 10, 2017. However, the CVWMA reserves the right to reject all proposals received and to initiate a new competitive procurement process. In addition, the CVWMA may as part of the negotiation process award this proposal to multiple vendors. In the event this is the course of action selected, each prospective vendor will be notified and requested if they desire to be awarded a contract in this manner.

SECTION 5
SCOPE OF SERVICES

**COLLECTING, TRANSPORTING, AND PROCESSING USED ELECTRONIC
EQUIPMENT FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

Proposals are sought for the provision of collection, transportation and processing of used electronic equipment for recycling 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.

The Offeror shall insure that all work carried out under this RFP shall comply with all federal, state and local laws, regulations and ordinances.

1. Scope of Services

The following services shall be provided by the Contractor under this contract:

- For e-Cycle Collection Events, the Contractor shall be responsible for all staffing, logistics support, and transportation, and compliance with all applicable laws and regulations before, during and after the operation of the e-Cycle Collection Events. A professional method of collecting monies for certain Used Electronic Equipment, if applicable, shall be described by the Contractor in the proposal. Title to, control of and responsibility for Used Electronic Equipment collected at events shall transfer to the Contractor upon collection and when the material is placed on the ground. The CVWMA, nor any Participating Local Jurisdiction, shall obtain title to any Used Electronic Equipment collected during an event.
- For Scheduled Pick-Ups at Collection Sites, the Contractor shall arrive on the agreed upon date prepared to accept pallets of Used Electronics Equipment. Pallets, Gaylord boxes, and stretch wrap will be provided by the Contractor prior to the scheduled pick-up date for the Participating Member Jurisdictions to prepare the material for loading prior to the arrival of the Contractor. Contractor shall have the ability to load the pallet material via a lift gate and pallet jack or similar loading mechanism. The Participating Member Jurisdiction will assist where possible with the loading of the material. Title to, control of and responsibility for Used Electronic Equipment collected at Special Pick-Ups shall transfer to the Contractor upon loading of such materials on vehicles designated and/or provided by the Contractor or its subcontractors, if applicable during collection. The CVWMA shall not obtain title to any Used Electronic Equipment at any time.

- The Contractor shall provide the CVWMA with a monthly activity report not later than the 10th of the following month describing the equipment collected by site for the previous month. The Contractor shall provide, on a monthly basis, enumeration (if applicable), documentation (i.e.; bills of lading, receipts, certificates of recycling) of the proper management or disposal of materials collected in accordance with federal, state and local regulations of materials.
- The Contractor shall provide documentation that all used computers, electronics and associated materials collected are reused, remanufactured or recycled and marketed as commodities such as but not limited to steel, other metals and/or plastics. No material shall be accumulated, illegally disposed, or disposed of in a manner inconsistent with any federal, state or local law, rule, regulation or ordinance. Certificates of recycling will be provided by the Contractor as requested by CVWMA or the Participating Local Jurisdictions.
- The Contractor shall, at a minimum, follow the Federal CRT Rule and Mercury Rule established by the U.S. EPA when handling computer and television monitors and these guidelines shall be incorporated by reference as terms of the Contract resulting from this RFP. The Contractor shall only send Used Electronic Equipment components (including monitors) whether directly, or indirectly through another to those remanufacturing or recycling facilities in North America certified by competent authority to provide these services unless otherwise approved by CVWMA and shall insure that such items end up in certified North American facilities.
- The Contractor shall ensure that all data stored on the hard drives, tablets, cell phones or similar Used Electronic Equipment collected at the event will be properly destroyed before items are reused or shipped for remanufacturing or recycling to the standards set by the United States Department of Defense for data destruction.
- The Contractor shall not accumulate more than 25,000 pounds of any one type of Used Electronic Equipment (eg. CRT material) in a warehouse or similar storage location that was collected from e-Cycle Collection Events or a Scheduled Pick-up from a Collection Site as part of this Contract. Once an amount of Used Electronic Equipment equals that of which can be safely and legally transported by truck or other means of transportation, the Used Electronic Equipment shall be transported to its final destination for remanufacturing, recycling or reuse. The Contractor shall provide evidence of each shipment to and acceptance by approved downstream vendors. The accumulation of more than 25,000 pounds of material for more than 180 days, shall result in Default by the Contract and immediate termination of the Contract.
- The Contractor shall provide the names of all Downstream Vendors and their R2 Certification that these vendors are recycling the Used Electronic Equipment in a timely manner and in a manner acceptable to CVWMA.
- The Contractor shall obtain at a minimum R2 certification and shall maintain such certification during the term of the Contract. Additional industry certifications may be provided by the Contractor. Copies of all R2 Certification documents and

annual audits are to be provided to the CVWMA on the anniversary date of the Contract.

2. Member Jurisdiction Agreements

The CVWMA shall, through its Special Project Service Agreement with the Participating Local Jurisdictions, require the following

- Participating Local Jurisdictions shall provide appropriate supervision for the acceptance of Used Electronic Equipment at Drop-off Sites.
- Participating Local Jurisdictions shall not knowingly mix other materials with the Used Electronic Equipment.
- Participating Local Jurisdictions shall comply with all federal, state and local laws, regulations and ordinances applicable to the materials collected.
- For Scheduled Pick-Ups at Collection Sites, Participating Local Jurisdictions shall hold title to all materials to be transferred hereunder and shall not be under any legal constraint which would prohibit the handling of such materials or the transfer of possession and title to such materials to the Contractor. Title to, control of and responsibility for Used Electronic Equipment collected at Participating Local Jurisdiction's sites shall transfer to the Contractor upon loading of such materials on vehicles designated and/or provided by the Contractor or its subcontractors, if applicable during collection. CVWMA shall not obtain title to any Used Electronic Equipment at any time.

SECTION 6
GENERAL CONTRACT TERMS AND CONDITIONS

**COLLECTING, TRANSPORTING, AND PROCESSING USED ELECTRONIC
EQUIPMENT FOR**

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

The material included in this section (Section 6) is 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.

DEFINITIONS:

1. *Authority or CVWMA* - shall mean the Central Virginia Waste Management Authority, the instrumentality created under the provisions of the Virginia Water and Waste Authorities Act, §15.2-5100, et seq., and includes the individual members (or voting alternates) of the CVWMA Board of Directors, and the officers, agents or employees of the CVWMA. 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, between the CVWMA and the Contractor, governing the provision of Collecting, Transporting, and Processing of Used Electronic Equipment.
3. *Contractor* - shall mean the individual, firm, partnership, joint venture, corporation, or association performing Collecting, Transporting, and Processing of Used Electronic Equipment Services under this Contract with CVWMA.
4. *Collection Site* – location within a Participating Local Jurisdiction where Used Electronic Equipment is being collected and stored for pick-up by the Contractor on a scheduled day.
5. *Container* - A storage container which can be delivered at a specific location designated by CVWMA, filled with Used Electronics Equipment, retrieved by a truck designed for such service, and hauled to another location for Recycling and processing.
6. *Downstream vendor* - includes any entity to which a recycler transfers used or end-of-life electronic equipment, components, or materials including reuse, refurbishing,

de-manufacturing, processing, materials recovery, energy recovery, incineration, and disposal facilities

7. *e-Cycle Collection Events* – a one day collection event where residents, business and/government entities can drop off Used Electronics Equipment for Recycling, re-use or destruction.
8. *Force Majeure* - Any cause beyond the reasonable control of the party whose performance under this Contract is affected, including but not limited to acts of God, change in law, war, riot, fire, explosion, wind storm, flood, inability to obtain or use fuel, power, or raw materials, shortage or failure of the usual means of transportation, injunction, action by governments not party to this Contract, accident, and breakdown of machinery or equipment. "Reasonable control" of a party shall specifically exclude that party's ability to reach a resolution in a labor dispute and that party's ability to settle or compromise litigation.
9. *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.
10. *Participating Local Jurisdictions* - shall mean those CVWMA Member Jurisdictions that have executed the Special Project Service Agreement for Collecting, Transporting, and Processing of Used Electronic Equipment Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
11. *R2 Certification* - The certification Contractor is required to obtain and maintain during the life of the Contract. R2 Certification is provided by SERI when all of the provisions of the R2:2013 Standard administered by SERI are met, including required annual audits and oversight requirements, all required fees are met, all required documents have been executed, and the Contractor has taken all other steps necessary to maintain its R2:2013 Certification.
12. *Recycling* - The process of separating a given waste material from the waste stream and processing it so that it is used again as a raw material for a product, which may or may not be similar to the original product.
13. *SERI*- stands for Sustainable Electronics Recycling International. It is a non-profit organization dedicated to the responsible reuse, repair, and recycling of electronic products. Accredited for the administration of the R2 Standard and is directly responsible the development and maintenance of R2 certification.
14. *Significant Complaints* - Reports from Participating Local Jurisdictions of any occurrence of public or private property damage, or any personal injury to a member of the general public (not including collection crews) resulting from the services performed under the Contract.
15. *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.

16. *Scheduled Pick-up* - shall mean the pick-up of Used Electronic Equipment by the Contractor on a day scheduled by the CVWMA in accordance with the Scope of Services provided herein.
17. *Used Electronic Equipment* – includes but not limited to the following items: computer monitors, televisions, including consoles, Central Processing Units, Hard drives, Printers, copiers, laptop computers, wires, cables, USB, Computer mice, keyboards, speakers, scanners, fax machines, modems, telephones, video game systems, and all home electronics (i.e., VCR's, DVD players, cellular phones, camcorders, cameras, stereos, etc.). Note that some events or collection centers may choose not accept CRT TVs and monitors.

In addition to outlining the Scope of Service as referenced in Section 5 of this RFP any Contract(s) resulting from this RFP shall include, but not necessarily be limited to, the following terms and conditions:

1. Term of Contract

- A. Initial term for Collecting, Transporting, and Processing of Used Electronic Equipment. Any Contract(s) resulting from this Request for Proposals shall be for a one (1) year term commencing on or about July 1, 2017.
- B. Option to Renew. The CVWMA and the Contractor, by written mutual agreement, may extend this Contract under the same terms and conditions for an additional one year period up to five (5) additional years upon the same terms and conditions set forth in the Contract, or such similar negotiated conditions that support the original scope of the Contract. However, during the renewal process the parties may modify an existing term to reflect any market change and/or to effectuate the intent and scope of services outlined in this Contract and the Request for Proposal. The written agreement to extend the Contract shall be made not less than ninety (90) days prior to the expiration of its term.

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 coverages 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 one hundred twenty (120) 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 one-year period.

A. Worker's Compensation

Coverage A - Statutory Requirements

B. Automobile Liability, Including Owned, Non-Owned and Hired Car Coverage

Limits of Liability - \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage

C. Comprehensive General Liability

Limits of Liability - \$2,000,000 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

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 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

The Contractor shall indemnify and hold the CVWMA and its members and/or Participating Local Jurisdictions and their officers, agents and employees harmless from and defend against all claims (legal, equitable or administrative), damages, losses, and expenses, including attorneys' fees and as specified legal costs, of whatever kind or nature arising out of or resulting from the Contractor's (or any of its subcontractor's) providing, or failing to provide, any construction, product, goods, or services required under the Request for Proposals or 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 and/or breach of contract; provided, however, that the Contractor's indemnification obligation under the scope of services of a Contract resulting from the Request for Proposals or Contract shall be limited to claims, damages, losses, and expenses caused 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.

The Contractor shall indemnify and hold the CVWMA and its member localities and/or 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. 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, improper storage or transportation of collected materials or any other activity undertaken as part of this Contract, whether imposed by statute, ordinance, regulation or common law, relating to activities under this Contract.

This Section shall survive the expiration or termination of this Contract.

4. Performance Bond or Letter of Credit

- A. The Contractor shall furnish to the CVWMA, and keep current during the term of this Contract, including renewals if applicable, a performance bond for the faithful performance of the Contract and all obligations arising hereunder in an amount equal to twenty-five thousand dollars (\$25,000). The performance bond may be adjusted at each anniversary of the Contract. It shall be executed by a surety company licensed to do business in the Commonwealth of Virginia; having an “A-“ or better rating by A. M. Best or Standard and Poor’s; and included on the list of surety companies approved by the Treasurer of the United States. The performance bond shall be in a form acceptable to the CVWMA and included as an Attachment to this Contract, attached hereto and included herein, covering the faithful performance of the Contract. 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, the Contractor shall be notified in writing of that unacceptability. Within sixty (60) days of receipt of said notification Contractor shall furnish such additional bond or substitute letter of credit at the Contractor’s expense as may be required by the CVWMA to protect its interests.

- C. This Contract shall be subject to termination by the CVWMA at any time if said bond or letter of credit shall be canceled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond or letter of credit must be served upon the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. 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 or letter of credit to be effective for the balance of the Contract period.

5. Quantities

With regard to recycling services, this is a “requirements” based Contract and no minimum is guaranteed or implied as quantities are subject to fluctuation based on utilization of the Collection Sites, etc. by the public.

6. Non-Appropriation

The Collecting, Transporting, and Processing of Used Electronic Equipment implemented and governed by this Contract are funded solely through funds appropriated to the CVWMA by the Participating Local Jurisdictions. Failure of any Participating Local Jurisdiction to appropriate the funds necessary to cover the cost of that jurisdiction's portion of the program shall terminate the Contractor's obligation to provide service under this Contract in that jurisdiction unless and until funding is restored. Furthermore, should the CVWMA fail to appropriate funds for this Contract, this Contract shall be terminated without penalty when existing funding is exhausted. The CVWMA shall provide timely notice to Contractor if it appears that such situations may occur.

7. Force Majeure

- A. Force Majeure shall mean any cause beyond the reasonable control of the party whose performance is affected, including but not limited to acts of God, war, riot, fire, explosion, wind storm, flood, inability to obtain or use fuel, power, or raw materials, shortage or failure of the usual means of transportation, injunction, action by governments not party to this Agreement, accident, or breakdown of machinery or equipment. Reasonable control of a party shall specifically exclude that party's ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation or other foreseeable business management issues that could impact operations.
- B. Failure of any party to perform under this Agreement by reason of Force Majeure shall not constitute default or be cause for termination of this Agreement. However, the Contractor so failing to perform shall immediately notify the CVWMA and the Participating Local Jurisdictions in writing of the failure, including reasons for such failure, and shall make reasonable efforts to correct such failure and to continue performance at the earliest possible date.
- C. Should the Contractor be unable to complete performance under this Agreement due to the Contractors' failure to perform by reason of Force Majeure, CVWMA shall be authorized to, where practicable, take all reasonable steps to secure another vendor to perform the responsibilities of the Contractor according to the already established schedule of rates, fees and charges. Should the CVWMA be unable to secure a vendor to perform according to the established schedule of rates, fees and charges, CVWMA may agree to a new schedule by written amendment to this Agreement. If CVWMA and Contractor are unable to agree on a new schedule, this Agreement shall terminate.

8. Inspections

Contractor agrees to permit CVWMA and/or its designated representatives including agents from the Member Jurisdictions to inspect facilities, equipment and 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.

9. Contractor’s Records

Contractor shall maintain its books and records related to the performance of this Contract in accordance with the following minimum requirements:

- A. Contractor shall maintain and shall require any subcontractor to maintain any and all documents, ledgers, books of accounts, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements borne by the CVWMA for a minimum period of five (5) years after the conclusion of each year of the Contract, or for any longer period required by law.
- B. Contractor shall maintain and shall require any subcontractor to maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years after the conclusion of each year of the Contract, or for any longer period required by law.
- C. 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 prior forty-eight (48) hour written request by the CVWMA. Evidence of Contractor's attempt to comply with this response time, if provided by Contractor within forty-eight (48) hours, shall constitute a reasonable effort by Contractor. Under no circumstances shall Contractor take more than five (5) business days from the date of receipt of said notice to comply with this Section of the Contract. The records shall be available to the CVWMA or Member Jurisdiction representative at Contractor's place of business.

10. Payment for Non-Performance

Failure by the Contractor to fulfill its obligations in the manner agreed upon in the Contract shall result in payment for non-performance to the CVWMA as indicated below to compensate CVWMA and/or its Member Jurisdictions for the inconvenience and cost of addressing such non-performance. If payment is due the Contractor, the non-performance payment shall be deducted from any amounts due the Contractor. If no amounts are due the Contractor, the Contractor shall remit the non-performance payment to the CVWMA on receipt of written demand from the CVWMA. Ten (10) day advance written notice will be provided to the Contractor of the Authority’s intent to invoke the payment for non-performance clause for Contract violations. The penalties are as follows:

- Failure to maintain and/or submit all reports and rebates as required by the provisions of this Contract. \$100.00 per occurrence
- Failure to appear at a Scheduled Pick-up or e-Cycle Collection Event without two-week notice. \$2,000 per occurrence

11. 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, and/or the Contractor does not meet performance standards, the non-defaulting party shall notify the other party in writing of the nature of such default. Within ten (10) working days following such notice, the defaulting party shall correct the default; or in the event of a default by Contractor not capable of being corrected within ten (10) working days as determined by CVWMA in its sole discretion, the defaulting party shall commence correcting the default within ten (10) working days of the receipt of notification thereof, and shall thereafter correct the default within thirty (30) days. CVWMA has right in its sole discretion to determine that default cannot be rectified and proceed with termination if necessary. During the notification period, 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. CVWMA has the right to declare default not correctable.

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 singularly 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 seek reimbursement from Contractor for higher amounts.

In the event that Contractor files a petition in bankruptcy court or is the subject of an involuntary bankruptcy proceeding, receivership or other similar proceedings, 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. CVWMA shall in its sole discretion evaluate sufficiency of these assurances. Neither party shall be considered in default of this Contract if such failure to perform is directly or indirectly caused by a Force Majeure event.

- 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.

12. 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.

13. Method of Payment and Adjustments

- A. The CVWMA shall make payments to the Contractor within thirty (30) days after receipt of a complete and satisfactory billing invoice by the 10th of the month for services provided the previous month. Invoices shall not be considered complete until required monthly reporting is received. The specific monthly reporting must include the dates on which pulls were made for each Collection Site.
- B. Should the Contractor offer any CVWMA Member Jurisdiction a price for goods and/or services covered by this Contract that is lower or payment for commodities that is more advantageous than that set by this Contract, the Contractor shall be obligated to provide the CVWMA those services at the same cost and provide the CVWMA the same commodity payment arrangements.

14. 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, 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.

15. 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 solely in the General District or Circuit Court of the City of Richmond, Virginia, as applicable, regardless of the location of or the geographic circumstances of the dispute.

16. Compliance with Laws and Regulations

Contractor agrees that, in the performance of these 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.

17. 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.

18. 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 may be entitled to petition for 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. However, discretion to grant lawful modifications rests with the CVWMA.

19. 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.

20. Title to Materials

Title to materials collected from the designated Collection Sites and e-Cycle Collection Events shall vest with the Contractor immediately upon collection of such materials as defined in Section 5 Scope of Services of this RFP. Title to all materials collected under the terms of the Contract shall ultimately vest to the Contractor providing processing and marketing services for such materials. CVWMA shall never have title to the materials.

21. 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.

22. 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 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.

23. Subcontractors and Joint Ventures

- A. Contractor hereby agrees that no subcontractor will be used to perform any of the services to be provided to the CVWMA under this Contract without advance written approval of the CVWMA. Contractor further agrees that any

subcontractor shall meet all CVWMA requirements imposed on Contractor and that contractor shall be responsible for all sub-contractor's actions or omissions under this contract.

- 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.

24. Contingent Fee Warranty and Conflict of Interest

- A. Contractor warrants that no person or persons have been employed or retained for the 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 effected 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.

25. 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.

26. 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.

27. 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.

28. 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

29. 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.

30. 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.

The Contractor will include the provision of the foregoing Subparagraphs A and B of this Section 30 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.

31. 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.

SECTION 7

REQUIRED FORMS

**COLLECTING, TRANSPORTING, AND PROCESSING USED ELECTRONIC
EQUIPMENT**

FOR

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

**COLLECTING, TRANSPORTING, AND PROCESSING USED ELECTRONIC
EQUIPMENT**

NON-COLLUSION AFFIDAVIT OF OFFEROR

State of _____)

County of _____)

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the Offeror that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. 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
5. 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: _____.

OFFEROR'S PROPOSAL

**COLLECTING, TRANSPORTING, AND PROCESSING USED ELECTRONIC
EQUIPMENT**

**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 the Collecting, Transporting, and Processing Used Electronic Equipment - for one or more of the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan, Prince George, the Cities of Colonial Heights, Hopewell, Petersburg, Richmond and the Town of Ashland, Virginia, 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: _____

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

**OFFEROR'S PROPOSAL
FOR COLLECTING, TRANSPORTING AND PROCESSING USED
ELECTRONICS EQUIPMENT
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
RFP 17-07**

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: _____

Cell phone number: _____ Fax: _____

E-mail address: _____

Federal I.D. Number: _____

**COST PROPOSAL FORM
 FOR COLLECTING, TRANSPORTING AND PROCESSING USED
 ELECTRONICS EQUIPMENT
 FOR
 CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
 RFP 17-07**

<i>Recycling (per unit)</i>	<i>COST to CVWMA</i>	<i>REVENUE to CVWMA</i>	<i>COST to Citizens*</i>
CRT television/monitor			
Flat screen/Non-CRT			
Each CPU			
Each Lap-Top Computer			
Used Electronic Equipment, Other			
Miscellaneous Electronics, not listed in RFP			
e-Cycle Collection Event – Staging Fee			
Collection Site – Pick Up Fee			
Other Costs/Credits			

* This is for Collection Events.

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 in transporting and processing computers and peripheral equipment. The CVWMA reserves the right to reject any proposal which does not include a statement of experience.

Brief description of how the material will be processed:

End markets for all materials (include address, contact, telephone number):

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

1. Company Name: _____ Contact: _____

Telephone number: _____

2. Company Name: _____ Contact: _____

Telephone number: _____

3. Company Name: _____ Contact: _____

Telephone number: _____

Materials Offeror deems UNACCEPTABLE and will not process:

Additional materials *not* noted in RFP documents (above list) that are deemed acceptable by Offeror:

The undersigned, having carefully read and considered the terms and conditions of the RFP Documents for Collecting, Transporting and Processing used Electronics Equipment (CVWMA RFP 17-07) 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

SECTION 8

OFFEROR’S SUBMITTAL CHECKLIST

**COLLECTING, TRANSPORTING, AND PROCESSING USED ELECTRONIC
EQUIPMENT FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

All Offerors submitting a response to the CVWMA RFP for the Collecting, Transporting, and Processing of Used Electronic Equipment 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.	Offeror’s Proposal Form	
4.	Cost Proposal Form	
5.	Performance Bond Commitment Letter	
6.	Equipment Listing	
7.	Certificates of Insurance or Evidence Thereof	
8.	R2 Certification and most recent annual audit	
9.	Most Recent Financial Statements	