

Central Virginia Waste Management Authority

RFP (Request for Proposal)

YARD WASTE PROCESSING SERVICES

CVWMA RFP 18-01

Issue Date: July 31, 2017

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

**RFP DOCUMENTS
TABLE OF CONTENTS
FOR
YARD WASTE PROCESSING SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

<u>Section Title</u>	<u>Section</u>
Invitation to Respond	1
Background Information	2
Instruction to Offerors	3
Scope of Services	4
General Contract Terms and Conditions	5
Required Forms	6

SECTION 1

INVITATION TO RESPOND

**REQUEST FOR PROPOSALS 18-01
PURSUANT TO CODE OF VIRGINIA, TITLE 11, CHAPTER 7
VIRGINIA PUBLIC PROCUREMENT ACT
YARD WASTE PROCESSING SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

The Central Virginia Waste Management Authority (CVWMA) is a regional public service authority created pursuant to the provisions of the Virginia 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, Prince George, the Town of Ashland, and the Cities of Colonial Heights, Hopewell, Petersburg and Richmond. The members that elect to participate in CVWMA programs execute a Special Project Service Agreement that authorizes the CVWMA to direct the contractor to provide the covered services to the participating Local Jurisdiction(s). Certain of those jurisdictions have expressed an interest in the CVWMA exploring contractual arrangements with one or more entities for the recycling/processing and removal of yard waste from various collection sites. Those jurisdictions that ultimately decide to execute a Special Project Service Agreement for the potential contract are considered “Participating Jurisdictions.”

Through this procurement, the CVWMA seeks Offerors to provide yard waste processing services. The yard waste shall be processed into a recycled product or products and/or used to generate usable energy or incinerated as specified in **9 VAC 20-130-10 et seq.**, Regulations for the Development of Solid Waste Management Planning, Amendment 1. Any product or products produced should be eligible for inclusion as “recyclable material recycled” in the calculation of the recycling rate for the region as specified in **9 VAC 20-130-120**. The potential contract awarded as a result of this procurement will be a “requirements” contract, with no quantities guaranteed.

Pursuant to Va. Code **§2.2-4342(F)**, trade secrets or proprietary information submitted by any Offeror in connection with this RFP shall not be subject to public disclosure under the Virginia Freedom of Information Act, unless **the Offeror invokes the protection prior to or upon submission of the data or other materials, and identifies the data or other materials by page or paragraph number to be protected, and states the reasons why protection is necessary.** Failure to follow these guidelines shall constitute a waiver of the Offeror’s request for confidentiality where invoked and/or may automatically prevent CVWMA from withholding such information pursuant to a Virginia Freedom of Information Act request for the same.

SECTION 2

BACKGROUND INFORMATION YARD WASTE PROCESSING SERVICES FOR CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

The CVWMA wishes to enter into a contractual arrangement with one or more entities for the recycling/processing and removal of yard waste from one or more collection sites located within its service area. Any requirements for separation by type of waste (i.e., grass, leaves, brush, etc.) that are necessary prior to handling the material by the Offeror should be specified. Any processing (i.e., grinding, screening, etc.) to be performed by the Offeror at the collection site should also be indicated. All aspects of proposed material handling and processing and transporting and ultimate storage and disposal must be in compliance with all applicable federal, state, and local laws, ordinances, and regulations. The proposal should specify what recycled product or products the yard waste will result from processing and/or the resource recovery that will be accomplished using the yard waste to generate usable energy. Lack of knowledge of Offeror of applicable laws, ordinances and regulations shall in no way be relief from liability or a defense to legal action. Further, Offeror shall be responsible for obtaining all applicable permits to conduct such work.

Any contract resulting from this RFP shall include but not necessarily be limited to the following terms and conditions:

- a. **Definitions:** For the purposes of this RFP and any resulting Contract, the following terms shall apply:
 1. *Authority or CVWMA* - shall mean the Central Virginia Waste Management Authority, the instrumentality created under the provisions of the Virginia Waste and Water Authorities Act, §15.2-5100, et seq., and includes the individual members (or voting alternates) of the CVWMA Board of Directors, and the officers, agents or employees of the Central Virginia Waste Management Authority. For the purposes of this Contract, "Authority" shall not include the governing bodies, the individual elected officials of the Participating Local Jurisdictions served by this Contract, except those elected officials who serve as members or alternates of the CVWMA Board of Directors, nor the employees or agents of the Participating Local Jurisdictions acting on behalf of their employer or principal, respectively.
 2. *Contract* – shall mean the written document and all amendments thereto, between the CVWMA and the Contractor(s) governing the provision of Yard Waste Recycling Services as provided herein that shall result from this RFP.
 3. *Contractor(s)* - shall mean the individual, firm, partnership, joint venture, corporation, or association performing Yard Waste Recycling Services under the Contract with the Central Virginia Waste Management Authority (CVWMA). There may be more than one contractor, but each shall have a separate contract with CVWMA.

4. *Force Majeure* – shall mean any cause beyond the reasonable control of the party whose performance under this Contract is adversely affected, including but not limited to acts of God, change in law, war, riot, fire, explosion, wind storm, flood, inability to obtain or use fuel, power, or raw materials, shortage or failure of the usual means of transportation, injunction, action by governments not party to this Contract, accident, and breakdown of machinery or equipment. "Reasonable control" of a party shall specifically exclude that party's ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation.
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, and Richmond; and the Town of Ashland.
6. *Participating Local Jurisdictions* - shall mean those CVWMA Member Jurisdictions that have or will have executed the Special Project Service Agreement for Yard Waste Recycling Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
7. *Recycled Material* - shall mean organic soil amendment material, mulch, boiler fuel, and other materials which result from the Yard Waste Recycling Services, and which are not yard waste or wood waste.
8. *Recycling* - shall mean 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.
9. *Service Sites* - shall mean sites where Yard Waste Recycling Services are to be performed. The CVWMA will notify the Contractor in writing as to the location of Service Sites as those sites are designated by Participating Localities over the term of the Contract.
10. *Special Project Service Agreement* - shall mean an agreement between the CVWMA and the Participating Local Jurisdictions specifying the terms and conditions under which those jurisdictions will participate in the program outlined in the Contract.
11. *Stump* – shall mean the bottom portion of a tree removed from the ground and shall have a diameter of no more than 24 inches.
12. *Yard Waste* -shall mean grass clippings, leaves, brush prunings, tree limbs and stumps, and other vegetative waste which is intended to be free of non-biodegradable materials such as plastic and metal.
13. *Yard Waste Recycling Services* - shall mean those services to be performed by the Contractor including: **a)** grinding of yard waste for volume reduction at Service Sites; **b)** additional grinding and screening of yard waste at Service Sites needed for processing yard waste into recycled material as requested; **c)** transportation and/or oversight of transportation from Service Sites to remove recycled material; **e)** reporting to the CVWMA the results of the program; **f)** the performance of any and all other functions and obligations relative or ancillary to the described services.

SECTION 3
INSTRUCTIONS TO OFFERORS
YARD WASTE PROCESSING 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 September 15, 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 YARD WASTE PROCESSING 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., September 15, 2017. No Offeror may withdraw a proposal after this time.

2. Pre-Proposal Conference:

- a. *There will be an **PRE-PROPOSAL CONFERENCE** on Wednesday, August 23, 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.

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 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 Yard Waste Processing 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 \$25,000 from an approved surety/financial institution can be obtained at the time of contract execution.
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.
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. Further detail regarding services to be provided can be found in Section 4 of this RFP.
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 6 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 RFP. 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	July 31, 2017
Pre-Proposal Conference	August 23, 2017
Proposals Due	September 15, 2017
Interview with Offerors	September 25, 2017
Recommendation to CVWMA Board	October 20, 2017

SECTION 4

**SCOPE OF SERVICES
YARD WASTE PROCESSING SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

Grinding of Yard Waste

1. The Contractor shall operate yard waste processing equipment in the Participating Jurisdiction(s) at designated sites on an “on call” basis, in response to a request received by the CVWMA from an authorized representative of a Participating Jurisdiction(s).
2. The designated processing site(s) shall be open to the Contractor from 7:30 a.m. to 6:00 p.m., Monday through Friday but no Yard Waste processing shall take place on Thanksgiving Day, Christmas Eve, Christmas, or New Year’s Day or such other days as mutually agreed upon nor shall yard waste processing be conducted outside these enumerated hours.
3. Processed materials shall be suitable for use as mulch. “Mulch” means woody waste consisting of stumps, trees, limbs, branches, bark, leaves and other clean yard waste that has undergone size reduction by grinding, shredding, or chipping and is used for landscaping purposes or other horticultural uses except composting as defined and regulated under the Solid Waste Management Regulations **9 VAC 20-101-10 et. seq.** or **9 VAC 20-80-10 et. seq.**
4. The woodchips generated by the size reduction process shall pass a 2-inch by 2-inch screen unless otherwise requested. Other screen sizes available for the locality to choose from should include but not be limited to: 4-inch by 4-inch; 6-inch by 8-inch.
5. The locality shall have the ability to select the screen size to be utilized from those identified in paragraph 4.
6. When a fine chip is requested the woodchip shall pass a 2-inch by 2-inch screen.
7. Contractor shall process all brush and limbs, wood pallets and crates (and/or similar wood products that have not been chemically treated), which are brought to the designated collection site. Magnetic head pulley and discharge shoot with the metal catch container shall be provided by Contractor unless otherwise agreed to by the Participating Jurisdiction.
8. If requested to provide a grind and remove of yard waste, the Contractor shall ensure that the grinded material is taken to a location that is within the requirements of the quarantine for the Thousand Canker Disease (TCD) or similar diseases by the Virginia Department of Agriculture.

9. Treatment of grinded material to comply with the Virginia Department of Agriculture mandates will be required if transporting material out of the quarantine area. Additional cost for this process should be included in the proposal as well as pricing if the Participating Jurisdiction is performing and documenting the composting process.

Destruction of Yard Waste by Incineration

1. As an alternate to grinding of Yard Waste. Participating Jurisdictions may request the Contractor to provide air curtain destruction of the Yard Waste. Cost of equipment to load the yard waste and remove the resultant ash from the site with the price.
2. If requested to perform this task the Contractor will be required to comply with Federal, State, and Local regulations regarding the use of air curtain destructors (ACDs).
3. Disposal of Residue (ash) from this process will be the responsibility of the Contractor. Participating Jurisdictions may offer assistance on a case by case basis.

General Requirements

1. Contractor shall process yard waste at each collection site at a frequency required by the Participating Jurisdiction. Contractor shall exercise due diligence in completing all work as mutually agreed upon with the Participating Jurisdiction prior to moving to another site. The Contractor shall be guaranteed a minimum of eight (8) hours of work at a processing site whenever services are requested.
2. Contractor shall provide all personnel and equipment necessary to load, process and/or transport yard waste from the stockpiled area. Failure to have/bring necessary/correct equipment shall not be charged against CVWMA or the Participating Jurisdiction. Equipment output hourly production rating shall be provided and shall be based on a general brush 6" by 6' and a 2" by 2" screen.
3. Contractor shall be responsible for operating and maintaining equipment necessary to carry out the provisions of the Contract resulting from this RFP.
4. Contractor may choose to provide hauling service as requested by the Participating Jurisdiction to remove processed material from the site.
5. Neither the CVWMA nor the Participating Jurisdiction shall be responsible for tramp metal or other contamination found in yard waste that may cause damage to Contractor's equipment.

6. Participating Jurisdictions shall agree to make reasonable efforts to ensure that yard waste is free from non-biodegradable materials such as plastic and metal.
7. In one-time events of yard waste processing, restoration to the site may be requested by the CVWMA. Cost for this may be include in a processing cost or billed by the cubic yard, ton or a separate hourly rate.
8. Contractor shall provide CVWMA with a monthly activity report not later than the 10th of the month following the month in which the services are provided describing the number of hours of operation and number of cubic yards of output for each location for the previous month.
9. The designated collection sites may include but not be limited to the following:

- County of Goochland Convenience Centers
- County of Chesterfield Convenience Centers
- City of Colonial Heights
- County of Hanover Convenience Centers
- County of Hanover Transfer Station
- County of Henrico Springfield Road Landfill
- City of Hopewell
- County of New Kent Convenience Centers
- City of Petersburg
- County of Prince George Convenience Center
- City of Richmond – East Richmond Road
- County of Powhatan

SECTION 5

**GENERAL CONTRACT TERMS AND CONDITIONS
YARD WASTE PROCESSING SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

Term of Contract: The term of the contract will be for a five (5) year period beginning on or about November 1, 2017, and ending on October 31, 2022. The parties agree that by their mutual consent, each expressed in writing and received at least one hundred and eighty (180) days before the termination of the initial term ending October 31, 2022, that the contract may be extended for an additional period of five (5) years upon the same terms and conditions as set forth in the contract. However, during the renewal process the terms or fees may be modified to effectuate the intent and scope of services outlined in this RFP and resulting Contract.

Billing and Payment: If payment for services is required under the terms of the contract, 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. No payment will be due until thirty (30) days after project operations have begun. No invoice will be submitted for work that has not as yet been performed.

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 appropriately compensate CVWMA and/or the Participating Jurisdiction for having to respond to, address and/or alleviate the failure. 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 day advance written notice will be provided to the Contractor of the CVWMA's intent to invoke the payment for non-performance clause for contract violations. The penalties are as follows:

Failure to provide services or to respond to a request for services within three weeks following notification to the Contractor by the CVWMA of the need for services.	\$100.00 per occurrence
--	-------------------------

Failure to handle and manage the

waste in a manner that
complies with applicable state and local
laws, regulations and ordinances \$500.00 per occurrence

Compensation for Services and Escalation Clause: Any more beneficial pricing structure proffered to a CVWMA member jurisdiction or other body(ies) politic contained within a member jurisdiction (i.e. school boards) compared to that extended under the terms of Contract resulting from this procurement during the entire term of the Contract shall be granted to the CVWMA and incorporated into the Contract. If the contract involves fees for services, an annual adjustment will be made to reflect the general increase in the cost of operations. Contract fees will increase at a rate equal to the U.S. Consumer Price Index for All Urban Consumers (CPI-U) for the preceding twelve-month period, but the increase shall not exceed three (3) percent per year.

Petition for Unusual or Unanticipated Costs: The Contractor may petition the CVWMA at any time for adjustments or additions to associated fees on the basis of unusual changes, such as new or revised laws, ordinances or regulations, or other similar reasons. 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. Such decision to adjust, etc. fees shall be in the sole discretion of the CVWMA Executive Director.

Quantities: This is a “requirements” based contract and no minimum amount of material is guaranteed or implied, other than identified in paragraph c.8 (8 hours guaranteed). [LR1]

Title to Material: Title to the yard waste material following grinding shall remain with the Participating Local Jurisdiction as long as it remains on site.

Nondiscrimination: During the performance of any contract resulting from this RFP, the Contractor must agree to the following:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. A copy of all such notices shall be provided to the CVWMA as a record of compliance with this requirement.

- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- d. The Contractor shall include the provisions of the foregoing in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. The Contractor shall comply with Executive Order No. 11246, entitled “Equal Employment Opportunity” as supplemented in Department of Labor Regulation (41 CFR, Part 60). During the term of the contract, the Contractor, for itself, its assignees and successors in interest, agrees to comply with Title VI of the Civil Rights Act of 1964 (as amended), which will be made a part of the contract by reference, and with any other applicable provision of federal or state law guaranteeing equal employment opportunity.
- f. 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. 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. 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.

Indemnification: The Contractor shall indemnify and hold the CVWMA and its member 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 subcontractor’s providing or failing to provide any construction, product, goods, transportation or services required under the Request for Proposals or a related 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; provided, however, that the Contractor’s indemnification obligation under the scope of services of a contract resulting from the Request for Proposals 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 or retained by any of them or anyone for whose acts the contractor or any subcontractor may be liable.

Insurance: The Contractor shall be required to carry for the life of the contract with the CVWMA, Public Liability Insurance with a company licensed to do business in the Commonwealth of Virginia and in the amount and coverage specified below, in addition

to any other contractual liability assumed by the contractor. The contractor shall, prior to commencement of work under the contract, deliver Certificates of Insurance from carriers acceptable to the contractor specifying such limits, with the CVWMA and the individual localities participating in this proposed project named as additional insured parties. In addition, the insurer shall agree to give the CVWMA one hundred twenty (120) days advance 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 five years.

1. Worker's Compensation and Employer's Liability

a. Coverage A - Statutory Requirements

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

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

Limits of Liability –

- a. Bodily Injury \$1,000,000 each person
\$3,000,000 each occurrence
- b. Property Damage \$1,000,000 each occurrence

f. Comprehensive General Liability

Limits of Liability –

- a. Bodily Injury \$1,000,000 each person
\$3,000,000 each occurrence
- b. Property Damage \$1,000,000 each occurrence
- c. Including:
 - i) Completed Operations/Products
 - ii) Contractual Liability for Specified Agreements
 - iii) Personal Injury
 - iv) Broad Form Property Damage

NOTE: The levels of coverage required in "2." and "3." can be met by the primary policy alone, or in concert with an excess liability policy.

Performance Bond: The Offeror shall be required, if awarded a contract under this RFP, to furnish to the CVWMA, and keep current during the term of the Contract, including renewals if applicable, a performance bond for the faithful performance of the Contract and all obligations arising thereunder in an amount equal to at least twenty thousand dollars (\$20,000). It shall be executed by a surety company licensed to do business in the Commonwealth of Virginia; having an "A-

" or better rating by A. M. Best or Standard and Poor's; and included on the list of surety companies approved by the Treasurer of the United States. The performance bond shall be in a form acceptable to the CVWMA covering the faithful performance of the Contract. 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.

a. Should the financial condition of the surety or banking institution become unacceptable to the CVWMA, the Contractor shall be notified in writing of that unacceptability. Within sixty (60) days of receipt of said notification Contractor shall furnish such additional bond or substitute letter of credit at the Contractor's expense as may be required by the CVWMA to protect its interests.

b. The Contract shall be subject to termination by the CVWMA at any time if said bond or letter of credit shall be canceled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond or letter of credit must be served upon the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. The Contract will not be terminated if within five (5) working days of receipt of such notice the Contractor's files with the CVWMA a similar bond or letter of credit to be effective for the balance of the Contract period.

Governing Law: This RFP and any contract resulting from it shall be situated in the City of Richmond, Virginia, and the laws of the Commonwealth of Virginia shall govern the rights, obligations, duties and liabilities of the parties to the Contract and shall govern the interpretation of the Contract. Any and all legal action necessary to enforce the Contract will be filed in the General District or Circuit Court of the City of Richmond, Virginia or the United States District Court, Eastern Region District, Richmond Division, regardless of the location of or the geographic circumstances of the dispute.

Conflict of Interest and Non-Collusion: Each Offeror must disclose in its proposal the name of any officer, director, agent, or any relative of an officer, director or agent who is an employee or appointed official of the CVWMA. Further, all Offerors must disclose the name of CVWMA employee or appointed official who owns, directly or indirectly, an interest of 5 percent or more in the Offeror's firm or any of its branches, divisions or subsidiaries.

Offeror's Non-Collusion Certification: Any Offeror submitting a response to this RFP must complete and execute the Non-Collusion Affidavit of Offeror form included in this RFP.

Offeror Records: Records of the Offeror and any subcontractor related to this Contract shall be subject to CVWMA review, audit and/or reproduction and shall be open to inspection by the CVWMA and/or its authorized agents, including but not limited to its

employees, board members and/or employees, representatives or agents of Member Jurisdictions, during normal working hours or at such times as are mutually agreed upon by the parties to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CVWMA pursuant to this Contract. The Offeror and any subcontractors shall maintain their books and records related to the performance of this Contract in accordance with the following minimum requirements:

- a. The Offeror shall maintain any and all ledgers, books of account, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements borne by the CVWMA for a minimum period of five (5) years following the conclusion of each Contract year, or for any longer period required by law.
- b. The Offeror shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years following the conclusion of each Contract year or for any longer period required by law.

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.

General Terms and Conditions of the Request For Proposal:

- a. Sealed responses (1 original and 4 copies) to this Request for Proposals will be received no later than 2:00 p.m., local time prevailing, on September 15, 2017, by:

Central Virginia Waste Management Authority (CVWMA)
2100 W. Laburnum Avenue, Suite 105,
Richmond, Virginia 23227

- b. Proposals shall be accompanied by but not limited to the Offeror's Proposal form provided herein. Envelopes (or other packaging) containing the Proposals must be sealed and must clearly show the name and address of the Offeror, and the statement "Proposal for Yard Waste Recycling or Destruction Services."
- c. Proposals may be withdrawn up to 24 hours prior to Proposal deadline and may not be modified after the Proposal deadline.
- d. The CVWMA reserves the right to reject any or all Proposals, to waive irregularities and /or informalities that are not inconsistent with law, in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the CVWMA.
- e. Proposals will be valid for ninety (90) days following the date of submission.
- f. Proposals will not be accepted by Fax machine or Internet E-mail.
- g. Information provided in the proposal should include but not be limited to:
 - i. Specifications of grinder(s) to be utilized to include model name and number, rated throughput rate, size limitations, screen sizes available, loader specification, etc.
 - ii. Proposed rate for Horizontal Grinder(s) with Operator (\$/hr)
 - iii. Proposed rate for loader with Operator (\$/hr)
 - iv. Proposed rate for loader with rubber tires and Operator (\$/hr)
 - v. Hauling charge (\$/ton and \$/cu yd) (optional)
 - vi. Proposed combined processing and hauling (\$/ton and \$/cu yd)
 - vii. Mobilization charge (indicate if separate charge or if included in equipment rates)
 - viii. Additional rate for processing grinded material for TCD (\$/hr and/or \$/cu yd) if required.
 - ix. Proposed rate for air curtain destruction (\$/hr and/or \$/cu yd). (optional not required pricing)

A Pre-Proposal Conference to clarify as necessary, the scope and intent of the project will be held on Wednesday, August 23, 2017, at 11:00 a.m. at the CVWMA offices, Interstate Center, 2100 W. Laburnum Avenue, Suite 105, Richmond, Virginia 23227. Any clarifications necessitated by issues raised at the pre-proposal conference will be made in writing subsequent to the conference. 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.

Evaluation Criteria: This is a Request for Proposals, not an Invitation for Bids and as such the proposed fees are only one factor in the selection process. Each proposal will be evaluated by a committee of qualified individuals for responsiveness to the requirements of this RFP. 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. The evaluation criteria for the proposals shall include, but are not limited to:

- a. The responsiveness and completeness of the proposal;
- b. Offeror's demonstrated experience in handling and managing yard waste;
- c. Offeror's demonstrated experience processing and marketing a recycled product or product from yard waste and/or treating or using the material to generate usable fuel;
- d. Price offered or fee charged for the proposed program (Price/fee shall be considered in proposal evaluations, but shall not be the sole determining factor.);
- e. Technical soundness of Offeror's proposed removal, and processing procedures, including proposed personnel, equipment and vehicles;
- f. Responsiveness to questions in Proposal negotiation interviews (if selected for an interview pursuant to Va. Code §2.2 – 4301(3)(a));
- g. A minimum of two (2) professional references must be provided.

Subsequent to the review of the proposals by the selection committee and interviews with those offerors selected by the committee for competitive negotiations all offerors will notified by mail of the CVWMA intent to award a contract.

Term of Contract: The term of the contract will be for a five (5) year period beginning on or about November 1, 2017, and ending on October 31, 2022. The parties agree that by their mutual consent, each expressed in writing and received at least one hundred and eighty (180) days before the termination of the initial term ending October 31, 2022, that the contract may be extended for an additional period of five (5) years upon the same terms and conditions as set forth in the contract. However, during the renewal process the terms or fees may be modified to effectuate the intent and scope of services outlined in this RFP and resulting Contract.

**SECTION 6
REQUIRED FORMS**

**YARD WASTE PROCESSING SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

CONTRACTOR'S PROPOSAL
FOR YARD WASTE PROCESSING

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

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

Contact Person _____

Phone _____ Fax _____

E-Mail _____

The undersigned, having carefully read and considered the terms and conditions of the Contract Documents for Yard Waste Processing (CVWMA RFP 18-01) 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 and pricing specified in the Price Sheet are 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

COST PROPOSAL SHEET

Grinding Price	Cost per hour	Cost per cubic yard	Cost per ton
Rate for Grinder with Operator and equipment to load grinder (Grind and leave)		NA	NA
Rate for Grinder with Operator and hauling grinded material off-site (Grind and remove)	NA		
Rate to load and haul off Yard Waste without grinding on site (material must be re-used or recycled)	NA		

Price including loading equipment	Cost per hour	Cost per cubic yard
Rate for Air Curtain Destruction within a containment box		
Rate for Air Curtain Destruction with an earthen dug pit		

Price for grinded yard waste TCD treatment		
Re-mobilization, monitoring and turning of material for compliance		
Re-mobilization only for removal after treatment		

Pricing for related items:

Separate Equipment pricing (These rates are for non-grinding equipment services)	Cost per hour
Rate for Track Loader with operator	
Rate for Dozer with operator	
Rate for Rubber-tired Loader with operator	
Rate for Excavator with Operator	
Rate for Articulated Dump Truck (30 yd) with operator	

EQUIPMENT LIST

Grinder Name & Model No. _____

Throughput Rate (Cu yd/hr or Tons/hr) _____

2nd Grinder Name & Model No. _____

Throughput Rate (Cu yd/hr or Tons/hr) _____

Other Equipment (Optional)

NON-COLLUSION AFFIDAVIT OF OFFEROR

State of _____)

)ss

County of _____)

_____, being duly sworn, deposes and says that:

He/She is _____ of _____ the Offeror that has submitted the attached proposal;

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

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

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

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

(Signed)

(Title)

Subscribed and sworn to before me this ___ day of _____, 2017.

Notary Public, State of

My Commission Expires: _____

PUBLIC NOTICE

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

Yard Waste Processing Services Request for Proposals

The Central Virginia Waste Management Authority (CVWMA) is seeking proposals for processing and removal of yard waste at various collection sites located within its service area. The yard waste shall be processed into a recycled product or products and/or used to generate usable energy. As an alternative, yard waste may also be destroyed via an approved air curtain destruction method. The contract or contracts resulting from this Request for Proposals will be for a five-year period beginning on or about November 1, 2017. Written responses must be addressed to the CVWMA and received no later than 2:00 p.m., Friday, September 15, 2017. A copy of the full Request for Proposals is available at www.CVWMA.com or from the CVWMA, 2100 West Laburnum Avenue, Suite 105, Richmond, VA 23227; (804) 359-8413. A Pre-Proposal Conference will be held Wednesday, August 23, 2017 at 2:00 p.m., at the CVWMA's West Laburnum Avenue office. Additional information regarding this Request for Proposals may be obtained by calling Rich Nolan, CVWMA Director of Operations, (804) 612-0553.