

Central Virginia Waste Management Authority

Request for Proposals (RFP)

**Town of Ashland Municipal Solid Waste (MSW) Collection Services
and
Front-End Load (FEL) Municipal Solid Waste (MSW) Collection
Services for Participating Member Jurisdictions**

Proposed Contract CVWMA RFP 19-02

Issue Date: August 17, 2018

Due Date: September 14, 2018

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

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AND
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SERVICES FOR PARTICIPATING MEMBER JURISDICTIONS
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

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SECTION 1

INVITATION TO RESPOND

**REQUEST FOR PROPOSALS 19-02
PURSUANT TO CODE OF VIRGINIA, TITLE 2.2, CHAPTER 43
VIRGINIA PUBLIC PROCUREMENT ACT**

**TOWN OF ASHLAND MUNICIPAL SOLID WASTE (MSW) COLLECTION
SERVICES
AND
FRONT-END LOAD (FEL) MUNICIPAL SOLID WASTE (MSW) COLLECTION
SERVICES FOR PARTICIPATING MEMBER JURISDICTIONS
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 (collectively “Member Jurisdictions”). 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).

Offerors must submit to the Central Virginia Waste Management Authority (CVWMA) sealed responses (“Response” or “Proposal”) to this Request for Proposals, (RFP) for Municipal Solid Waste (MSW) Collection Services in the Town of Ashland and FEL MSW Collection Services for Participating Member Jurisdictions to be provided beginning on or about July 1, 2019, by the selected Offeror(s) in the Participating Local Jurisdiction by 2:00 p.m. on September 14, 2018. 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 company, or other legal entity. Responses will be opened at 2:00 p.m. on September 14, 2018. Certain other terms are defined in Section 6 of this RFP. Please refer to these definitions while preparing your response.

Offerors should submit proposals for services outlined in Section 5, Scope of Services, for Municipal Solid Waste Collection, including proper disposal of collected MSW, for the Town of Ashland (“Town”) and; the provision of front end loading containers for collection of MSW and including proper disposal of collected MSW, for specified public facilities in the Town and other CVWMA localities as noted Section 9 of this RFP.

The CVWMA reserves the right to award a contract(s) for the requested services to the Offeror or Offerors submitting the most responsive proposal(s) based on the best interests of the CVWMA, its member jurisdictions and the Town in terms of the overall combination of quality, price and required service elements.

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

Copies of the RFP will be available Monday through Friday from 9:00 a.m. to 4:00 p.m., beginning August 17, 2018, at the CVWMA's Administrative Offices and on the CVWMA web site, www.CVWMA.com. Interested parties may contact Rich Nolan, Director of Operations, (804) 612-0553; rnolan@cvwma.com for further information. As CVWMA, not the Town, is issuing this RFP all questions should be directed to CVWMA. Under no circumstances should any questions be directed to the Town.

All Offerors of goods and/or services under the terms of this RFP will be required to provide a letter of commitment for 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 thirty (30) percent of the estimated annual cost to the CVWMA of the goods provided/services performed under the contract. The amount of the required performance bond may be adjusted at each anniversary of the contract. The value of the performance bond/letter of credit will be determined as a part of the negotiation process of this RFP.

A non-mandatory Pre-Proposal Conference is scheduled for August 29, 2018, at 10:00 a.m. in the CVWMA Conference Room, 2100 W. Laburnum Avenue, Suite 105, Richmond, Virginia 23227 at which time Offerors may ask questions concerning the specific items or other provisions in this RFP.

SECTION 2

BACKGROUND INFORMATION AND INTRODUCTION

TOWN OF ASHLAND MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES AND FRONT-END LOAD (FEL) MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES FOR PARTICIPATING MEMBER JURISDICTIONS FOR CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

Introduction:

The purpose of this section is to familiarize prospective Offerors with the current municipal solid waste collection and disposal program for the Town and Participating Member Jurisdictions in the FEL Collection services to provide information not included elsewhere in this RFP.

The following sections describe the background, summary of intent, project description and goals and objectives regarding this Request for Proposals (RFP) for comprehensive Municipal Solid Waste (MSW) Collection Services in the Town of Ashland (Town), VA and FEL Collection Services. This RFP defines the service standards, specifications and proposal requirements of the comprehensive services requested.

Background:

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

The CVWMA was created by Member Jurisdictions to provide recycling and solid waste management services. The governing body of each of the Member Jurisdictions appoints one or more representatives who collectively serve as the CVWMA Board of Directors.

Each of the 13 local governments contributes funding to support the operations of the CVWMA. The CVWMA procures and administers various municipal solid waste and recycling programs through contracts with the private sector. Localities select the programs in which they participate and pay for the costs of services for each program in which they participate.

Summary of Intent:

The Central Virginia Waste Management Authority (CVWMA) is seeking proposals from qualified firms for MSW (Town of Ashland) and/or FEL Collection Services to be provided beginning on or about July 1, 2019, by the selected Offeror(s). Proposals shall include residential MSW Collection, including proper disposal of collected MSW, for approximately 1,700 households in the Town; provision and service of front end loading containers for specified public

facilities in the Town and Participating Member Jurisdictions; and hauling and disposal of MSW from various sites within the Town.

CVWMA's intent and the purpose of this RFP are to provide the highest quality MSW and FEL Collection and Disposal Services to the Town and Participating Member Jurisdictions, respectively. CVWMA intends to select an Offeror(s) to this RFP to fulfill this purpose. The award(s) shall be based upon the quality of the submittal; the experience, background and ability of the Offeror to perform the required services; the cost to CVWMA, Participating Member Jurisdictions and the Town; the overall quality of the services proposed; 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 for computation of 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.

The CVWMA reserves the right to award a contract to the Offeror submitting the most responsive proposal(s) incorporating the services outlined below based on the best interests of the CVWMA, Participating Member Jurisdictions, and the Town in terms of the overall combination of quality, price and required service elements (“best value”).

Project Descriptions:

Town of Ashland MSW Collection Services

The proposed contract services specified in this RFP are to be provided in a manner similar to the existing collection service. Collection is currently performed Town wide on Monday of each week (approximately 1,700 equivalent residential units). The CVWMA encourages Offerors to submit the “best value” proposal possible to continue this day-certain service, which is preferred although multi-day collection proposals will not be automatically disqualified.

The Town also currently has 12 litter baskets and 6-cubic yard Front-End load containers at the Town Shop and Carter Park for the collection of MSW.

Current Front-End-Load MSW Program

Currently, interested Member Jurisdictions of the CVWMA include the Counties of Hanover and Powhatan. In the future, other jurisdictions may be interested in participating in the program. The price for the two FEL container noted in the Town of Ashland part of this RFP are also included here.

It is the responsibility of the current contractor to provide specified FEL Containers, collect these materials and deliver the materials to a Virginia Department of Environmental Quality permitted disposal facility.

A listing with information on the sites anticipated for the FEL Services are included in this RFP and can be found in Section 9 – Additional Information. If the Contractor proposed pricing for jurisdictions not listed in Section 9 would be different, please provide a method for calculating these numbers. The Contractor and CVWMA have the right to increase or reduce the number of containers at a site, increase or reduce the number of sites and/or to change the location of any site or sites during the term of the contract or contracts that will result from this RFP.

Goals and Objectives:

The following goals and objectives are established for this RFP:

- **Service:** To provide quantity, quality, accountability and management of collection services; provide standardization of collection methods; utilize available technology to improve service; and, consider alternative service options for residents such as smaller service levels, expanded special collection options (e.g., “walk up” or “garage-side pickup”), large/bulky items pick up and special events (e.g., spring and fall clean up events).
- **Safety:** To improve the safety of streets by reducing trash truck traffic and potential conflicts within neighborhoods.
- **Economic (Price/Cost):** To obtain cost efficient trash collection service for the Town and its residents; maximize the efficiency in trash collection; and, mitigate impacts on roads and streets and the need for costly road repairs and reconstruction.
- **Environmental and Aesthetics:** To better manage the waste stream and increase recycling; improve management and control in order to designate that MSW from the Town and Participating Jurisdictions be delivered to the most suitable and cost-effective disposal/recovery location; reduce the amount of resources required for trash collection operations; reduce the amount of pollutants, including odor and dust, emitted into the atmosphere; reduce trash truck traffic and its associated noise, odor and dust; provide cleaner and better looking streets and neighborhoods; and, minimize spills of hydraulic oil and other contaminants and provide a plan to clean up spills/leaks to ensure no discharge to storm water systems.
- **Planning and Control Process:** To efficiently manage a planning and control process to achieve the above stated goals; and, encourage participation of all interested parties in the planning and control process.

5. Summary Scope of Services:

At a minimum, any base proposal to provide MSW collection services shall conform to the general and specific requirements in Section 5 of this RFP.

Alternate proposals may be submitted in addition to the base proposal, but the exception(s) to the base requirements must be clearly specified and price differentials made explicit. Price differentials should be included in a separate Form – Price Worksheet labeled clearly as the proposer’s “Alternate Proposal.”

Only minor exceptions to the base requirements will be considered as eligible alternates. For example, Offerors may submit alternate proposals that provide: An alternate method of managing/financing trash carts. Major changes to the base specifications will not be considered eligible. For example, the following exceptions to the base requirements shall be deemed by the Town as nonresponsive and will not be considered;

- Change in the term of the contract;
- Contractor relinquishes ownership of carts; or
- Restructuring of the Form - Price Worksheet (e.g., combining line items that are itemized separately in the base collection fee).

Value Added Proposals: Offerors are encouraged to submit their best proposal possible. Added services that are directly responsive to the base requirements may not require alternate proposals and exceptions to the base requirements if provided at no additional cost to residents or the Town. “Value

added” services may be considered eligible and reviewed favorably under the services and/or price evaluation criteria (i.e., awarded additional points by the proposal evaluation committee). However, these value-added services and/or the costs for providing such services will not be the determining factor in CVWMA’s analysis of the proposals. Examples of value added services could include, but are not limited to:

- Automated collection service;
- Alternative, more efficient means of collecting and recovering special items (for example, bulky items);
- Subcontracting of cart inventory, maintenance and replacement;
- Future implementation of Pay As You Throw pricing schedule and RFID system for carts;
- Future implementation of alternative fuel vehicles; and/or
- Enforceable commitments to trucks equipped with tandem or tridem axles and/or dual wheel axles.

SECTION 3

INSTRUCTIONS TO OFFERORS

TOWN OF ASHLAND MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES AND FRONT-END LOAD (FEL) MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES FOR PARTICIPATING MEMBER JURISDICTIONS 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 14, 2018. At 2:00 p.m. on September 7, 2018, in the Conference Room of the CVWMA, 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 TOWN OF ASHLAND MSW AND FEL MSW COLLECTION 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 7, 2018. No Offeror may withdraw a proposal after this time.

2. **Pre-Proposal Conference:**

- a. There will be a non-mandatory **PRE-PROPOSAL CONFERENCE** on Wednesday, August 29, 2018, at 10:00 a.m. in the CVWMA Conference Room, 2100 West Laburnum Avenue, Suite 105, 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. The CVWMA will receive and consider comments concerning specifications and other provisions in this RFP. 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 answers to questions raised at the pre-proposal conference that relate to interpretation of, or changes to, the proposal documents that the CVWMA deems appropriate for clarification. The answers will be divided into two (2) areas:

- Items requiring only clarification, interpretation or explanation; and
 - Items requiring an addition, deletion or change to the original RFP. Responses to items in this category will be accompanied by the appropriate amended portion of the RFP.
- c. All concerns, protests or objections related to the proposal process shall be raised in writing by Offerors not later than the conclusion of the pre-proposal conference.
- d. Only written interpretations of or changes to the RFP received from or issued by the CVWMA shall be relied upon by prospective respondents in preparing their proposals. Such written interpretations or changes will be issued by the CVWMA by 4:00 p.m. September 3, 2018.

3. Submittal and Execution of Proposal: One (1) original proposal and four (4) 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 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.

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, telephone email or other electronic means 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.** 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.

6. Additional Terms and Conditions: Except alternate proposals, 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.

7. Interpretation: All Offerors shall carefully examine the RFP. Any believed 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 regarding these ambiguities or inconsistencies. Any questions concerning the intent, meaning and interpretation of the proposal document shall be requested in writing, and

received by the CVWMA by 4:00 p.m. September 3, 2018. 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) 612-0552
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 proposal document will be made in the form of a written addendum to the proposal document and will be furnished to prospective Offerors who have been sent and RFP and will be posted on the CVWMA website at www.cvwma.com.

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, agent or any relative of an officer, director or agent who is an employee or appointed official of the CVWMA or the Town of Ashland (“Town”). Further, all Offerors must disclose the name of any CVWMA or Town 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. Moreover, all Offerors must disclose the percentage amount of the interest of such employee or appointed official has in the firm, branch division or subsidiary.

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 proposal award shall be final until such time as a Contract as defined in Section 6 of this RFP has been reviewed by Town of Ashland Council and 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.

11. 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.

12. Certificate of Insurance: The CVWMA has set forth its insurance requirements in detail in Section 6, General Contract Terms and Conditions, of this RFP. Each response to this RFP must also be accompanied by a Certificate of Insurance evidencing the coverage set forth in Section 6. 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.

13. Disqualification of Offerors: If an Offeror submits 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.

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 effectuate the intent of this RFP and MSW Collection Services. 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.

15. Performance Bond/Letter of Credit and Commitment Letter: 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 CVWMA to guarantee the provision of goods and services and/or performance of the services of a contract resulting from this RFP. Such Performance Bond or Letter of Credit must provide that CVWMA may draw upon such Performance Bond/Letter of Credit in order to allow CVWMA to retain a replacement contractor to perform pursuant to the contract should the Offeror fail to perform and/or default under the Contract resulting from this RFP. In addition, it must state that said bond will be delivered within the specified time if the proposed contract is awarded.

The selected Offeror(s) shall have ten (10) days after the date of Contract execution but prior to the start of service 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 thirty (30) percent of the annual cost as estimated by the Offeror to the CVWMA of the goods provided/services performed under the contract. The Performance Bond/Letter of Credit may be adjusted at each anniversary of the contract at the discretion of the CVWMA. The value of the Performance Bond/Letter of Credit will be determined as a part of the negotiation process of this RFP.

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.

If different Contractors are selected for the Town of Ashland MSW Services and the FEL Collection Services, the performance bond requirements may be adjusted accordingly.

16. Minimum Offeror Requirements: All Offerors must prove to the satisfaction of the CVWMA that they (the Offeror) are capable and have, or can obtain, sufficient facilities, equipment and personnel to perform the services specified in this RFP beginning on or about July 1, 2019.

Offerors will be evaluated based on their history and 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- including whether the Offeror was the sole service provider for the client-date of service,

and a reference with phone numbers. A minimum of three (3) professional references must be provided.

If the Offeror does not have records for the past 5 years in its own name, it may outline similar experience possessed by an officer, director or other key employees, showing that the Offeror has experience, depth, coordination and ability to perform the tasks required by this RFP.

17. 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.

18. 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; 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.

19. 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 or the Town. 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 or the Town 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.

20. 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 (FOIA), however the Offeror must invoke the protection prior to or upon submission of the data or other materials by page or paragraph number to be protected and state the reasons why protection is necessary in accordance with VA Code Sec. 2.2-4342 (F) of the Virginia Public Procurement Act. 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 FOIA request for the same.

21. Financial Statement: Offeror must provide the most recent copy of an annual financial report or similar financial document(s) that demonstrates the financial stability of the Offeror.

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

RFP package available	August 17, 2018
Pre-Proposal Conference	August 29, 2018
Deadline for Offerors' Requests for Clarification or Interpretation	September 3, 2018
Issuance of addendum, if needed	September 5, 2018
Proposals due	September 14, 2018
Selection of Offerors to be Interviewed week of	September 17, 2018
Recommendation to CVWMA Board of Directors	October 19, 2018
Contract execution	October 30, 2018
Contract commencement	July 1, 2019

SECTION 4

PROPOSAL CONTENT AND EVALUATION

TOWN OF ASHLAND MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES AND FRONT-END LOAD (FEL) MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES FOR PARTICIPATING MEMBER JURISDICTIONS FOR CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

1. Proposal Content: Each Offeror is required to submit with the proposal supporting documentation regarding the Offeror's qualifications and capacity to cost-effectively as well as fully and timely perform the work specified in this Request for Proposals (RFP), including the following information,

1.1 Qualifications Section: All Offerors must submit a Qualifications Section within their proposals. The Qualifications Section must include information in the following three areas:

- General management ability;
- Financial stability and strength; and
- MSW collection experience; including trash, yard waste, bulky waste and other waste collections.

Unless directly related to the response and referenced in the text, sales brochures are not required. All submissions will become the property of the CVWMA and will not be returned. The CVWMA, at its sole discretion, may reject any and all responses and/or issue subsequent requests for qualifications and proposals.

The Qualifications Section of each proposal must include the following subsections:

1.1.1 General Management: Offerors will be evaluated on the basis of their demonstrated overall management experience in the field of MSW collection, as reflected in the successful implementation of previous and/or current materials collection projects. Each Offeror shall demonstrate the ability to perform all required tasks successfully and must demonstrate the requisite management skills and experience in integrating the performance of such tasks. Information submitted by each Offeror shall define both technical and managerial capabilities in terms of past performance. Other management evaluation criteria will include, but will not be limited to the following factors:

- Demonstrated successful working relationships with municipalities and/or public solid waste agencies;
- Number of similar collection projects within Virginia;
- Innovative techniques used to increase efficiency; and
- Past and anticipated approach to customer service.

1.1.2 Financial Stability and Strength: The Offeror must demonstrate sufficient financial resources to carry out its responsibilities as outlined in this RFP and to back-up its contractual obligations and also appropriate finances to maintain and service equipment, respond to customer

service and CVWMA personnel. Offerors will be evaluated on the basis of their credit references, demonstrated ability to finance the required equipment, and ability to provide the performance bond (see Section 6 General Contract Terms and Conditions).

Offerors must submit at least three (3) credit references.

For all equipment (including vehicles, carts, etc.) to be used for the services provided under this RFP, the Offeror must identify whether such equipment is currently in its possession, the age of such equipment, whether it is owned in full or whether such equipment must still be purchased and/or financed. For any piece of equipment, the Offeror must submit a financing plan.

The Offeror must identify any and all litigation involving claims for breach of contract for services similar to those to be provided under this contract, failure to provide such services, failure to properly perform such services similar to those to be provided under this contract and or any similar claims challenging, questioning or disputing the nature cost or scope of similar services provide by the Offeror for the last five (5) years regarding any company, partner, subcontractor, or subsidiary involved in this venture, and/of any corporate officer.

The Offeror must provide evidence, in form and substance satisfactory to the CVWMA, that the Offeror's firm (and/or its affiliated companies) 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, to an acceptable extent, outlined in the Scope of Services of this RFP. If the Offeror (and/or its affiliated companies) does not have 5 years in its own name, it may outline similar experience possessed by an officer, director or other key employees, showing that the Offeror has experience, depth, coordination and ability to perform the tasks required by this RFP.

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. 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 if its proposal is acceptable.

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.

Each Offeror must certify that the Offeror has never been debarred from participating in any governmental procurement action, and that it does not have any such proceeding pending before it at the time of the offer and that none of its officers, directors, owners with more than 5% interest or key employees have ever been convicted of a felony or other crime involving moral turpitude.

1.1.3 MSW Collection Experience: Offerors will be evaluated on the basis of their demonstrated experience in the collection of trash, yard waste, bulky waste and other waste materials. Offerors are encouraged to submit references for existing residential collection services, especially under contract to municipalities, to demonstrate their experience and success. The

CVWMA may give particular attention to the performance data provided for these reference projects. The Offeror must demonstrate the following:

- Overall experience in the solid waste industry; and
- Experience in the successful operation of the type of residential trash, yard waste, bulky waste, and other waste collection services solicited in this RFP.

1.2 Overview of Proposed Services: The Offeror shall describe services proposed in response to this RFP. This Overview shall provide sufficient information to demonstrate the Offeror's clear understanding of the services requested by the Town of Ashland through this RFP.

1.2.1 Collection Proposal: The proposal shall describe the proposed collection service. The description shall provide sufficient information to demonstrate that the proposed service will, at a minimum, satisfy all of the performance objectives provided in this RFP and handle the quantity and composition of materials to be collected. The information should include, at a minimum, equipment descriptions and identification of and schedule for obtaining necessary permits.

1.2.2 Equipment and Route Description: The Offeror shall submit equipment specifications of all the equipment to be used. The Form titled Itemized Listing of Trucks and Other Collection Equipment, is to be used for this purpose. In addition, the Offeror shall produce or use vendor-supplied data sheets for major items or equipment along with any necessary supporting text. No substitutions or modifications may be made for the proposed equipment without prior written notice to and approval of the CVWMA.

1.2.3 Cart Management and Administration: The Offeror shall describe a plan for receipt, assembly, distribution, storage, maintenance, and replacement of carts. Experience the Offeror has with the extent of cart replacement and warranty work with a specific cart manufacturer or supplier should be provided. The Offeror shall describe their approach to servicing carts that are blocked by parked cars, placed too close to other carts or waste items, and other challenges.

1.2.4 Public Education Plan: The proposal must describe the public education services, specifically collection day, materials accepted/not accepted and other program details as deemed necessary for the services as specified in this RFP.

1.2.5 Management Plan: The Management Plan must include a description of the proposed management structure, including management team, and approach, as well as a statement of the problems that the Offeror believes are likely to arise during collection, start-up, and for ongoing operations and the methods proposed to deal with them. This should include, at a minimum, such problems as:

- employee absenteeism;
- equipment breakdowns; and
- capability to provide collection of optional/additional materials.

The Management Plan must address specifically how the Offeror will work with the CVWMA to identify and resolve consistent sources of problems. A Staffing Plan indicating the number of employees and how they will be staffed to ensure collections capacity and customer service must also be included in the Management Plan. A clear statement of the management structure of the Offeror's company must be supplied. If the Offeror is a joint venture or team, the roles, responsibilities, and reporting structure of each team member must be clearly presented.

1.3 Safety Plan: The Offeror shall outline the elements of its safety plan for trash and related collection systems within the proposal.

1.4 Environmental Plan: The Offeror shall outline the elements of its plan for environmentally sustainable practices including but not limited to spill control and storm water pollution prevention.

1.5 Price Proposals: All of the Offeror's proposed prices shall be submitted on the Form titled **Price Proposal**. This form shall be executed by the authorized official to bind the company. If an alternate proposal is submitted, a separate Form Price Proposal must be included and labeled that clearly specifies the proposed costs of any such alternate provision. See Section 2.2.4 for more details on price proposals.

1.6 Spill Prevention and Response: All Offerors shall comply with Town ordinances that govern illegal discharges and storm water protection and best management practices established by its Department of Public Works.

2. Evaluation Criteria:

2.1 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.

2.2 Evaluation Criteria and Methodology:

A proposal evaluation committee, acting on behalf of the CVWMA and consisting of (but not limited to) CVWMA staff, Town staff, CVWMA Technical Advisory Committee members in consultation with legal counsel will be organized to review and objectively evaluate the proposals submitted to determine the best value for the Town and its residents. This proposal evaluation process is expected to be completed by September 28, 2018. Two or more Offerors deemed to be fully qualified and best suited among those submitting proposals shall be selected to pursue and continue competitive negotiation based on the factors stated above. Interviews with those Offerors selected are expected to be conducted during the last two weeks of September. CVWMA will select the top Offeror and recommend to the CVWMA Board of Directors a Contract be executed at a regular meeting of the Board. However, the CVWMA reserves the right to reject all proposals received and to initiate a new competitive procurement process. **Final execution of the proposed contract is anticipated to be completed on or about October 30, 2018. The start date will be on or about July 1, 2019.**

A comprehensive set of criteria will be used to quantify the merits of each proposal package. The evaluation criteria are shown below.

2.2.1. Service and Innovation: The service and innovation criteria used to evaluate each proposal include, but are not necessarily limited to the following:

- Proposed procedures and adequacy of resources including facilities and equipment available;
- Proposed flexibility and capacity to expand and/or reduce the number of collection sites included for Containerized MSW Collection Services;
- Proposed customer service plans (e.g., office administration, response

- system, etc.);
- Ability to provide goods and/or services on the required or proposed schedule;
- Proposed plans to implement a partial or fully automated collection system;
- Proposed plans to implement other on-route collection services (e.g., bulky items, trash collection from Town buildings, etc.); and
- Proposed public education services.

2.2.2. Qualifications: The qualification criteria used to evaluate each proposal include, but are not necessarily limited to the following:

- Demonstrated, successful experience (including that of key staff) establishing working relationships with public agencies;
- Demonstrated successful operations of similar materials collection system(s);
- Proposed techniques and controls for project financial management, such as: monitoring, reporting, invoicing, and payment;
- Demonstrated capability to provide a Performance Bond Letter of Credit;
- Demonstrated good credit references and the ability to finance all the capital investments required;
- Aggregate age and condition of collection fleet proposed;
- Any lawsuits that may impact the Offeror's ability to perform the services specified in this RFP and/or the Contract;
- Demonstrated record of compliance with all federal, state and local laws, regulations and requirements within the jurisdictions and states in which Offeror operates;
- Unique arrangements that none or few other entities have that are advantageous for effective implementation of the activities included in this RFP; and
- Agreements/arrangements with subcontractors, including how the work will be accomplished within this working relationship.

2.2.3. Safety: The safety criteria used to evaluate each proposal include, but are not necessarily limited to the following:

- Safety record on Virginia operations;
- Proposed safety plan concept for Town operations; and
- Other safety policies, programs and proposed operations.

2.2.4. Proposed Prices: The price criteria to be used to evaluate each proposal include, but are not necessarily limited to the following:

- Competitiveness of the proposed collection service fees relative to other proposals over the life of the contract;
- Competitiveness of the proposed trash disposal fees relative to other proposals over the life of the contract;
- Amount of the fee to deliver a replacement or additional cart to an existing household; and
- Competitiveness of the proposed fees for other services (e.g., yard waste, bulky items, clean-up events, etc.) relative to other proposals over the life of the contract. (For example, see Price Worksheet for more details on price components for each type of collection service.)

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.

2.2.5. Environmental Impacts and Aesthetics: The environmental and aesthetic criteria used to evaluate each proposal include, but are not necessarily limited to the following:

- Proposed plans, if any, to implement alternative fuel vehicles (e.g., CNG, biodiesel, etc.)
- proposed pollution abatement plans;
- Proposed equipment (e.g., type of tires, number of axles) to reduce road impacts;
- Proposed plans to control spills and manage litter;
- Stated plans to collect overflow trash, bulky items, and yard waste in a timely Manner;
- Other proposed environmental policies, programs and proposals specific to the Town; and
- Specific plan(s) to manage spills from trucks in accordance with federal, state, and Town storm water ordinances.

2.2.6. Proposal Content and Overall Responsiveness: The criteria used to evaluate each proposal on content and overall responsiveness include, but are not necessarily limited to the following:

- Degree of exceptions;
- Thoroughness of written proposal (e.g., lack of omissions).

SECTION 5

SCOPE OF SERVICES

TOWN OF ASHLAND MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES AND FRONT-END LOAD (FEL) MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES FOR PARTICIPATING MEMBER JURISDICTIONS FOR CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

SERVICE COMPONENTS

Town of Ashland MSW Collection

1. General Requirements:

The Contractor shall provide MSW (bulky waste, garbage, rubbish, and yard waste) collection services from residential units and equivalent residential units as herein described. It is the resident's responsibility to see that Carts, Containers, Bags, and/or Bundles are placed at the designated location (including back yard, alley or curbside) by 7:00 a.m. on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways and alleys.

The Contractor may decline to collect any Cart, Container, Bag, or Bundle improperly set out; any Cart, Container, Bag, or Bundle not defined in the Definitions; any Cart, Container, Bag, or Bundle containing material other than MSW; or any MSW not properly contained. Where the Contractor has reason to leave waste materials uncollected at a residence, the resident or other responsible person shall be informed by the Contractor at the scheduled time of collection by written notice as to why the material was not collected. Once serviced, the Cart or Container shall be returned to the place where it was set out.

Potential Offerors should make an examination of the various Carts currently in use in the Town of Ashland specified in this RFP to ascertain dimensions and service equipment requirements. The current vendor has provided and is currently servicing approximately 1,700 95-gallon carts. As the current contractor owns the carts, the Offeror selected is required to provide necessary carts to residents. Offerors should provide pricing alternatives, including amortization options and periods, for consideration.

It shall be the Contractor's responsibility to replace any Cart or Container, if the Contractor's employee, agent, or subcontractor has caused the Cart or Container to be damaged so that it is no longer serviceable. Any replacement shall be the same size, colors and have the same logos and artwork as the original cart approved by CVWMA. The determination of serviceability or cause of non-serviceability shall be made by the CVWMA in its sole discretion.

2. Alternate Location Service:

Notwithstanding any term or definition set forth in a Contract resulting from this RFP, collection of Refuse from a Residential or Equivalent Residential Unit where all adult occupants residing therein require assistance shall be made from an alternate location than that generally required of

residents. Such requests for Alternate Location Service will be made to the CVWMA by the resident(s), approved by the CVWMA and communicated to the Contractor in writing. No additional monies shall be due to the Contractor for the provision of Alternate Location Service. Alternate Location Service shall be limited to three (3) percent of the units in the localities serviced under the Contract. The Contractor will provide each collection crew with a list of said addresses, by route, to ensure driver awareness of the responsibility to provide this alternate service. Currently 11 Town of Ashland Residential Units require Alternate Location Service although others may become necessary.

3. Bulky Waste Collections:

Routine Bulky Waste Collections are currently made from residents of the service area as needed as part of the regular weekly provision of services under the Contract. The amount of Bulky Waste that constitutes a Routine Bulky Waste Collection is defined in Section 6. Offeror's may propose alternative methods for collecting Routine Bulky Waste.

Special Bulky Waste Collections must be scheduled with the Contractor by the CVWMA as requested and are subject to special pricing; that pricing is requested by Cost Proposal Form 1 in Section 7. Once requested, Special Bulky Waste Collections shall begin within three (3) working days.

Should the frequency with which materials are set out for Routine Bulky Waste Collection at any Residential or Equivalent Residential Unit suggest that a Special Bulky Waste Collection is actually required, the Contractor shall notify the CVWMA. The CVWMA and the Town will assess the situation and make a determination as to the type of bulky waste set out that is occurring. If it is determined by the CVWMA and the Town that the set out requires a Special Bulky Waste Collection, it will be considered as such for purposes of service and billing. The final determination shall rest with the CVWMA.

4. Area to be Served:

The entire Town of Ashland.

5. Day and Hours of Collection:

Collection service is to be provided on Mondays unless otherwise agreed to as part of this procurement, except when a holiday falls on Monday. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall so notify each resident affected in a manner agreed to by the CVWMA and the Town.

Normal hours of collection are to be from 7:00 a.m. to 7:00 p.m. Exceptions may be made only when the cause of delay is due to events beyond the Contractor's control as determined by the CVWMA.

6. Holidays:

The following holidays will be observed as non-collection days by the Contractor: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The suspension of collection service on any holiday in no way relieves the Contractor of its obligation to provide collection service to each Residential Unit at least once per week. Extending the hours of service to meet this obligation is subject to the CVWMA's approval.

7. Inclement Weather:

The Contractor shall be responsible for canceling collection operations as a result of inclement weather. The Contractor will notify the CVWMA immediately by telephone message and/or email of any decisions regarding delay, modification, or suspension of service as soon as a decision is made. If collection is suspended or canceled by the Contractor, the Contractor agrees to perform collection on the next possible regular working day of the same week. In the event that inclement weather results in the necessity to cancel service for more than two days of a regular collection schedule, the Contractor shall endeavor to make-up days of canceled service during the same collection week. In the event that the Contractor cancels collection due to inclement weather and is unable to make up the canceled service, the CVWMA shall be entitled to an adjustment on the monthly billing to reduce the cost of service in proportion to the number of canceled and lost collection days. The adjustment shall be calculated by multiplying the number of Residential and Equivalent Residential Units that did not receive collection services by 75 percent of the prorated Monthly Service Fee for collection. The CVWMA agrees to assume responsibility for reasonable public notice of the cancellation of MSW Collection Services due to inclement weather.

8. Routes and Schedule of Collections:

The Contractor shall provide the CVWMA with photo-reproducible maps of collection routes and collection day schedules of residential routes and keep such information current at all times.

Not less than ninety (90) days prior to commencing service, the Contractor agrees to furnish, for the CVWMA's approval, maps of all routes and the collection day schedule to be used in serving the area as specified in this Contract. Any changes in routes and/or schedules will also be subject to the CVWMA's approval, which will not be unreasonably withheld.

The Contractor shall comply with all height and weight restrictions for any bridge, road or tunnel. At the request, and under the authority of, the Town, the CVWMA may inform the Contractor that its vehicles are denied access to certain streets, alleys, bridges and public ways where it is in the interest of the general public to do so because of conditions of the streets or bridges or the nature of development in the general area. Notice shall be given by the CVWMA prior to such denial so as not to unduly interfere with the Contractor's normal operations and scheduling. The enforcement of this request shall be with the law enforcement authorities of the Town.

9. Collection Equipment:

An adequate number of vehicles shall be provided by the Contractor to collect MSW in accordance with the terms of this Contract. The vehicles must be sufficient to handle the special requirements of adverse weather and holiday overloads. Any proposed change in the equipment during the Contract period shall be submitted in writing by the Contractor to the CVWMA. The vehicles shall be licensed in the Commonwealth of Virginia and shall operate in compliance with all applicable federal, state, and local laws and regulations.

All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of the Contractor plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least three (3) inches high. During operation on routes served through this Contract, each truck shall display temporary signage on each side of the vehicle indicating the CVWMA telephone number customers should call to report service issues or complaints. Lettering should be at least three (3) inches high or a size that has been approved by the CVWMA. This signage shall be removed when trucks are used by the Contractor for non-CVWMA activities.

Each truck shall be equipped to clean up MSW that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of MSW and/or leakage of fluid. No vehicles shall be willfully overloaded.

All equipment shall be kept well painted, in good repair and appearance and in a sanitary, clean condition in order to meet community standards of appearance at all times. The CVWMA shall be the sole judge of community standards of appearance. To ensure compliance herewith the CVWMA reserves the right to inspect the Contractor's collection vehicles and maintenance records at any time to ascertain said sound working and sanitary condition and environmental records at any time to ascertain said sanitary condition. Accordingly, the Contractor shall provide written notification as to the storage location of the collection vehicles. Failure to keep a truck in generally operable condition and acceptable appearance shall, after inspection and notice, cause the exclusion of that truck from the performance of MSW Collection Service. Exclusion of a vehicle does not absolve Contractor of performing all duties under Contract.

The Contractor shall have available to it, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the duties required by the Contract.

Each collection vehicle shall be equipped with the following:

- a. Two-way communications device;
- b. First aid kit;
- c. An approved fire extinguisher;
- d. Warning flashers;
- e. Warning alarms to indicate movement in reverse;
- f. Sign on the rear of the vehicle which states "This Vehicle Makes Frequent Stops;" and
- g. Absorbent material, broom and shovel for cleaning up spills.

10. Personnel:

The Contractor shall maintain an office within the CVWMA Service Area that has adequate staff and resources needed to carry out the requirements of the Contract.

The Contractor shall assign one or more qualified field supervisors to oversee MSW Collection services and shall provide the name(s) of the person(s) in writing to the CVWMA. The supervisor shall have radio or cellular communication with the Contractor's office. The Contractor shall provide the CVWMA with an emergency phone number where the supervisor or other designated employee of the Contractor can be reached outside of the required collection hours.

The Contractor shall prohibit all drivers and crewmembers from drinking or being under the influence of alcoholic beverages, illegal drugs or other substances that impair performance.

The Contractor shall train drivers and helpers on the proper ways to report and respond to environmental concerns such as leaks and spills that can impact the storm water systems.

The Contractor shall prohibit drivers from using mobile devices, equipment, etc. while operating a vehicle.

The Contractor shall require its employees to be courteous at all times, to work quietly and not to use loud or profane language. Each employee shall wear a company uniform clearly labeled with the name of company and employee.

Clothing will be as neat and clean as circumstances permit. Shirts with sleeves shall be required at all times.

The Contractor's employees shall follow the regular walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with property which does not concern them.

The Contractor shall employ and assign qualified personnel to perform all the services set forth herein. The Contractor shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

All drivers of vehicles utilized by a Contractor in providing MSW Collection service shall hold a valid Virginia driver's license for operation of the type of vehicle being utilized and shall comply with all other licensing requirements of federal, state or local laws or ordinances.

The Contractor's employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of the CVWMA or the Town.

11. Disposal Site:

The Contractor shall be totally responsible for all equipment while operated on any disposal site whether publicly or privately operated. The location of the permitted disposal site to be used under the terms of this Contract shall be specified by the Contractor, unless special circumstances exist that require that the disposal site be approved by the CVWMA.

12. Service Inquiries and Complaints:

The CVWMA will be responsible for communicating to the Contractor service issues and other matters of concern received from the Town and residents served by the MSW service program.

All service inquiries and complaints shall be directed to and received by the CVWMA's customer service office. The CVWMA will record each complaint into the CVWMA web based computer application. The information, including the address and phone number of the complainant, date of occurrence, nature of occurrence and requested disposition will be available on a real time basis to the Contractor. A representative of the Contractor shall be available to monitor and direct action on the complaints throughout the day.

The Contractor shall have until the end of the current workday to return and collect those missed customers or otherwise resolve the complaint when notified by 12:00 p.m. by the CVWMA. When notified by the CVWMA after 12:00 p.m., the Contractor shall have until close of business the next workday to return and collect those missed customers or otherwise resolve the complaint. For those complaints received on Friday after 12:00 p.m. the Contractor shall return and collect those customers missed or otherwise resolve the complaint by 6:00 p.m. Saturday. In all instances of missed collections, the Contractor shall make every effort to resolve the complaint the day on which notification of the complaint is received.

At the end of each workday, the Contractor shall close out all complaint, or other work orders on the CVWMA computer application that have been resolved during that work day. This shall include the disposition and date and approximate time of disposition.

In the event the Contractor believes any complaint to be without merit, it shall notify the CVWMA. The CVWMA shall investigate all disputed complaints and render a decision.

13. Quality Performance of the Contractor:

It is the intent of the CVWMA to ensure that the Contractor provides a quality level of MSW and FEL Collection Service. The CVWMA shall notify the Contractor of each complaint reported to the CVWMA. It shall be the duty of the Contractor to take whatever steps are necessary to remedy the complaint. Failure to remedy the complaint as set forth in the preceding section may result in liquidated damages against the Contractor to cover CVWMA's costs in responding to or addressing any complaints. In assessing liquidated damages, consideration will be given to extreme weather conditions. It is CVWMA's sole discretion to apply liquidated damages. A list that summarizes the liquidated damages that may be assessed by the CVWMA can be found in Section 6 of the RFP.

The CVWMA may assess liquidated damages on a monthly basis in connection with this Contract and shall, at the end of each month, notify the Contractor in writing of the charges assessed and the basis for each assessment. The CVWMA will deduct such liquidated damages from the monthly payments due to the Contractor. In the event the Contractor wishes to contest such assessment, it may request in writing a meeting with the CVWMA to resolve the issue. The CVWMA shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the CVWMA will be final.

14. Monthly and Annual Reports:

The Contractor will submit to CVWMA monthly reports and annual reports. At a minimum, the Contractor shall include the following information in their monthly reports:

1. Total quantities of trash collected / disposed (in tons);
2. Number of loads of residential trash from the Town;
3. Current count of carts by size and collection frequency (i.e., number of 68- and 95-gallon carts);
4. List of all facilities used for trash disposal; and
5. Log of all resident addresses where "education tags" were left because of Prohibited Materials set out for trash collection.

Monthly reports shall be due to the CVWMA by the 10th day of each month.

At a minimum, the Contractor shall include the following information in their annual reports:

1. Total quantities of trash collected and disposed as collected from within the Town (in tons);
2. List of all trash disposal facilities utilized; and
3. Actual number of total bulky item collection occurrences by sub-type (e.g., bulky items requiring special processing, bulky items not requiring special processing, other waste).

Annual reports shall be due by July 31 of each year. The Contractor shall include in its annual report recommendations for continuous improvement in the Town's trash program (e.g., public education, etc.).

Actual truck scale weight ticket receipts must be maintained on file for at least seven (7) years from the actual date and made available to the CVWMA or its agent immediately upon request.

15. Annual Performance Review Meeting:

Upon receipt of the Contractors annual report, the CVWMA shall schedule an annual meeting with the Contractor, if desired. Once concluded, the report from the CVWMA shall be presented to the Town Council and a meeting will be held between the Council, CVWMA and Contractor to review the performance of the contract, if desired by the Town. The objectives of this annual meeting will include, but not be limited to, the following:

1. Review the annual report, including trends in trash quantities;
2. Review Contractor’s performance based on feedback from residents to the CVWMA and/or Town staff;
3. Review Contractor’s recommendations for improvement to the Town’s trash program, including enhanced public education and other opportunities;
4. Review CVWMA and Town staff recommendations for Contractor’s service improvements; and
5. Discuss other opportunities for improvement during the remainder of the Contract.

16. Town of Ashland Specific Requirements:

Once a week collection at the curb shall be provided to each Residential Unit or Equivalent Residential Unit. The estimated number of Units is 1,700. Routine Bulky Waste Collection and Collection of Bundled Yard Waste are included as part of the specified service.

Carts for collection as specified below shall also be provided for the following public facilities located in the Town of Ashland (Current Collection sizes and frequency are subject to change):

<u>LOCATION</u>	<u>ADDRESS</u>	<u>COLLECTION CAPACITY</u>	<u>FREQUENCY</u>
Police Department	601 England St.	Two 95-Gal Carts	M
Town Hall	101 Thompson St.	Four 95-Gal Carts	M
Visitor Center	112 N Railroad Ave.	One 95-Gal Cart	M
N. Ashland Railside Park	W. Vaughn Rd.	One 95-Gal Cart	M
Ashland Skate Park	Randolph St. (between England and Myrtle)	One 95-Gal Cart	M

The Contractor will provide weekly collection service to litter receptacles as requested. Currently the Town has 12 litter baskets that are to be serviced. Two FEL are located in the City and are included in the FEL portion of this RFP.

17. Spill Prevention and Response

To prevent and control the introduction of non-storm water discharges and pollutants into the Town’s municipal separate storm sewer system (MS4) or directly into water bodies to the

maximum extent practicable as required by federal and state law, the Contractor shall develop and implement a spill prevention and response plan. The plan must clearly identify ways to reduce the chance of spills, stop the source of spills, contain and clean up spills, dispose of materials contaminated by spills, and train personnel responsible for spill prevention and response. The plan should also specify material handling procedures and storage requirements and ensure that clear and concise spill cleanup procedures are provided to each truck operator and crew. A copy of the the written plan shall be placed in each truck servicing properties in the Town of Ashland.

The spill prevention and response plan, shall include, at a minimum, the following:

1. Regular preventive maintenance of truck equipment that will prevent leaks;
2. Identification of the personnel responsible for implementing the plan in the event of a spill or leak, including but not limited to the truck operator and crew; and
3. Describe the types of equipment and materials to be used to adequately contain and clean up spills and leaks.
4. An education program for employees and subcontractors on the procedures for immediate containment and cleanup of spills, notification and proper disposal, including, but not limited to:
 - a. Noting the locations of storm drains, tributary drainage areas, and surface water bodies on or near the site of the spill or leak;
 - b. Notifying the department of public works during working hours and emergency dispatch during non-working hours of any and all spills and leaks; and
 - c. Contacting the Town's public safety and utility staff to request assistance for spills or releases that are hazardous or have the potential to enter the Town's MS4.
5. Unless an alternate method is pre-approved by the Town, perform containment and clean up procedures in the following order:
 - a. Immediate placement of berms or curtains to contain spilled liquids and prevent migration into the storm water system or water bodies;
 - b. Place and broom material over contaminated surfaces to absorb pollutants;
 - c. Remove and dispose of contaminated materials;
 - d. Scrub contaminated surfaces by hand with approved biodegradable detergent (pressure washing is prohibited);
 - e. Place material on contaminated surfaces to absorb residual liquids;
 - f. Remove and dispose of contaminated materials; and
 - g. Repeat steps b through f until liquids and stains are removed and the cleanliness of the surface is equal or better than that which existed prior to the spill.
6. Keep records of spill incidents to include, at a minimum, the following information: truck unit identification, date, location and material spilled (hydraulic fluid, motor oil, waste effluent or other pollutant).

Front-End-Load MSW Program

1. **Intent:**

The intent of this portion of the RFP is to provide the CVWMA with the necessary labor and equipment necessary for front end loading solid waste services. The Contractors shall provide maintenance of containers, removal and proper disposal of collected MSW from containers located at the locations described in Section 9.

2. **FEL Containers:**

Various sizes of front end loading containers (2, 4, 6, and 8 cubic yards) are used at these sites. The frequency with which containers are emptied depends on the needs of the particular site (e.g., in the case of schools, whether it is the regular school session or vacation periods).

Currently, the Participating Member Jurisdictions utilize containers of various sizes from 2 to 8 cubic yards as referenced in Section 9.

The above information is provided for informational purposes only and should not be interpreted as a guarantee of work to be provided under the resulting contract. The CVWMA reserves the right to add or delete locations, containers, and/or change container sizes under this contract.

3. **Provision of Containers:**

The Offeror shall submit specifications and photographs of containers for the FEL containers that would be provided under a contract with the CVWMA should be included in the response. Containers must be aesthetically pleasing in appearance and suitable for use in staffed and unstaffed urban and rural settings. Preference will be given to containers that emphasize collection convenience and maximize volume efficiency. Standard “off-the-shelf” containers rather than specially fabricated containers are preferred. Containers shall be placed a designated location referenced in **Section 9**.

- The solid waste containers shall consist of the following sizes and types:

- 8 Cubic yard Front End loader with Top/Side Access
- 6 Cubic yard Front End loader with Top/Side Access
- 4 Cubic yard Front End loader with Top Access
- 2 Cubic yard Front End loader with Top Access

Note: Slant top containers are acceptable with CVWMA approval.

4. **Container Maintenance:**

Maintenance of containers will be the Contractor’s responsibility. Maintenance would include performing repairs needed due to normal wear and tear, as well as periodic cleaning and sanitizing. The Contractor will be liable for maintaining the containers in a manner that prohibits improper use or access by the public. Contractor will also be required to obey Federal, State, and local regulations in regard to protecting the environment from contamination from container contents including storm water protection.

5. **Additional Considerations:**

- School Year Regular Schedule is 10 months. Pick-ups reduce to one week during vacations and summer.
- The Contractor shall not charge the CVWMA for days on which pickups are scheduled but cannot be made, i.e. inclement weather.
- When a collection is missed, the Contractor shall be responsible for the clean-up of trash that has accumulated outside of a container as a result of the lapse in service.

Missed or unsatisfactory collections shall be corrected by the Contractor within 24 hours of notification by the CVWMA.

6. General Operations - FEL

All buildings, grounds, appurtenances, and furnishings shall be protected by the Contractor from damage, which might be done or caused by work performed under this contract. Any damage caused directly or indirectly by the Contractor, agents, or suppliers shall be repaired and/or replaced at the expense of the Contractor by methods approved by the CVWMA to restore the damaged area(s) to its original condition. Such repairs shall be deemed acceptable only after inspection and approval by the CVWMA and Member Jurisdiction.

Proposals should indicate hours of operation and whether service is proposed for weekdays only, weekdays and Saturdays, or 7 days a week. Service within 24 hours of notification of the contractor by the CVWMA is required for service on a by request basis. Service may also be on a scheduled basis if preferred by the locality in which the site is located.

The possibility exists for the expansion of FEL Collection Sites for MSW to include additional Government Offices, parks and/or Schools.

SECTION 6

GENERAL CONTRACT TERMS AND CONDITIONS

TOWN OF ASHLAND MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES AND FRONT-END LOAD (FEL) MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES FOR PARTICIPATING MEMBER JURISDICTIONS FOR CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

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

1. *Authority or CVWMA* - shall mean the Central Virginia Waste Management Authority, an authority created under the provisions of the Virginia Water and Waste Authorities Act, §15.2-5100, et seq. as defined in Virginia Code §15.2-5102.
2. *Bags* – Plastic sacks designed for refuse with sufficient wall strength (minimum 0.85 mils thick) to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 lbs.
3. *Bulky Waste* – A large appliance, piece of furniture or waste material from a residential source other than Construction Waste or non-Household Hazardous Waste, that cannot be placed in a cart or container.
4. *Bundle* – Yard and garden trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length or seventy-five (75) lbs. in weight.
5. *Cart* – A receptacle with an approximate capacity of 95 gallons, having a hinged, tight fitting lid. Carts shall also have wheels and be able to be emptied by Contractor's hydraulic lifting/tipping unit as part of the collection operation.
6. *Construction Waste* – Waste produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings, and other structures as defined in 9 VAC 20-130-10 or as may hereafter be defined by the Virginia Department of Environmental Quality. Construction Waste includes, but is not limited to, lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, paving materials, metal and plastic if they are part of the construction material or empty containers for such material. Paint, coatings, solvents, asbestos-containing material, any liquid, compressed gasses or semi-liquids are not Construction Waste.
7. *Containers* – (a) Reusable Containers - A receptacle made of plastic, metal, or fiberglass with a capacity of 55 gallons or less, a loaded weight of no more than 75

lbs., a tight-fitting lid, and handles of adequate strength for lifting. Personal reusable containers will not be collected by the Contractor. (b) Non-reusable Containers - See definition of Bags

8. *Contract* – shall mean the written document and all amendments thereto, between the CVWMA and the Contractor, governing the provision of MSW Collection Services.
9. *Contractor* - shall mean the individual, firm, partnership, joint venture, corporation, or association performing MSW Collection Services under this Contract with the CVWMA.
10. *Disposal Site* - A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary landfills, transfer stations, mass composting facilities, incinerators, and mixed waste processing separation centers, which are licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.
11. *Equivalent Residential Unit (ERU)* – A hotel, lodging house, restaurant, church, store, market, manufacturing plant, commercial establishment or other entity which receives residential type MSW collection and which is defined by the Town of Ashland (“Town”) as equivalent to a Residential Unit for the purpose of MSW collection.
12. *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, breakdown of machinery or equipment, where such cause, event or circumstance renders performance under the Contract impossible. "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.
13. *Front-End Load Container (FEL)* - container with a capacity of approximately 2, 4, 6, or 8 cubic yards with openings for use for collection of Refuse with access from the top and/or side. Serviced by a FEL trash truck.
14. *Garbage* – readily putrescible discarded materials composed of animal, vegetable or other organic matter as defined in 9 VAC 20-130-10.
15. *Hazardous Waste* - Waste designated as hazardous by Federal law or by regulation of the United States Environmental Protection Agency or the Virginia Department of Environmental Quality.
16. *Household Waste* - Any waste material, including Garbage, Trash and Refuse, derived from households as defined in 9 VAC 20-130-10, and shall not include Hazardous Waste as defined herein.
17. *Litter* - All waste material disposable packages or containers, but not including the wastes of the primary processes of mining, logging, farming, or manufacturing.

18. *Litter Baskets* - containers owned and maintained by the Town that are placed in public areas and used by the public for the deposit of litter
19. *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.
20. *Municipal Solid Waste* – Household, Bulky Waste, Garbage, Rubbish, Trash, Litter and/or Yard Waste.
21. *Monthly Service Fee* –The amount charged by the Contractor to CVWMA per month for collection and disposal of municipal solid waste from a Residential or Equivalent Residential Unit.
22. *Refuse* – All solid waste products having the character of solids rather than liquids and that are composed wholly or partially of materials such as Garbage, Trash, Rubbish, Litter, residues from clean-up of spills or contamination, or other discarded materials as defined in 9 VAC 20-130-10, and shall not include Hazardous Waste as defined herein.
23. *Residential Unit* – A group of rooms located within a building and forming a single inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking, and eating and other daily activities.
24. *Routine Bulky Waste Collection* – The collection of an amount of Bulky Waste that does not exceed the quantity of material that could safely be placed in and transported by a one-half ton pick-up truck.
25. *Rubbish* - Combustible or slowly putrescible discarded materials that include, but are not limited to, Yard Waste, printed matter, plastic and paper products, grass, rags and other combustible or slowly putrescible material not included under the term “Garbage” as defined in 9 VAC 20-130-10.
26. *Special Bulky Waste Collection* – The collection of an amount of Bulky Waste that exceeds the quantity of material that could safely be placed in and transported by a one-half ton pick-up truck
27. *Special Project Service Agreement* - shall mean an agreement between the CVWMA and the Town specifying the terms and conditions under which the Town will participate in the program outlined in the Contract between the CVWMA and the Contractor.
28. *Service Area* – shall mean that geographic area serviced by the Contractor providing Municipal Solid Waste (MSW) Collection and/or Front-End Load (FEL) Collection Services pursuant to this Contract as determined by the CVWMA and the Participating Local Jurisdictions.
29. *Trash* - Combustible and noncombustible discarded materials and is used interchangeably with the term rubbish.

- 30. *Yard Waste* -- Prunings, grass clippings, weeds, leaves, brush, and general yard and garden wastes.

Any Contract(s) resulting from this RFP shall include, but not necessarily be limited to, the following terms and conditions:

Term of Contract: The term of the contract will be for a five (5) year period beginning on or about July 1, 2019 and ending on June 30, 2024. The parties agree that by their mutual consent, each expressed in writing and received at least one hundred and eighty (180) days before the termination of the initial term ending June 30, 2024, 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 for services provided the previous month. No payment will be due until thirty (30) days after services have been completed. No invoice will be submitted for work that has not as yet been performed nor will any such invoice be considered payable until work identified is in fact completed.

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 clear collection complaints as follows:

By the end of the current work day when the Contractor has been notified by the CVWMA by 12:00 noon;	\$75.00 per Residential or Equivalent Residential Unit for complaints not resolved by the end of the appropriate workday after notification by the CVWMA. \$75.00 per Residential or Equivalent Residential Unit for each subsequent day.
By the end of the subsequent work day when the Contractor has been notified by the CVWMA after 12:00 noon;	
By 6:00 p.m. on Saturdays when the Contractor has been notified after 12:00 noon on Friday:	
.	
Failure to properly contain or clean up spillage including motor oil, hydraulic oil and other contaminants caused by the Contractor (this does not include potential City fines or costs incurred by others to clean up spills).	\$1,500.00 per incident.
Failure to notify the CVWMA and/or the City of spillage of any contaminant from Contractor collection vehicle within 1 hour of incident.	\$1,000.00 per incident

Failure to assign and make available, in a timely manner, a qualified field supervisor.	\$100.00 per workday.
Failure to provide notification of non-compliance with the hours of operation to the CVWMA.	\$100.00 per incident per day.
Changing routes or route order without proper notification to CVWMA and Participating Local Jurisdictions.	\$100.00 per incident.
Failure to replace a Cart or Container damaged by an employee, agent or subcontractor of the Contractor that has been deemed unserviceable by the CVWMA.	\$100.00 per incident
Failure to deliver collected Municipal Solid Waste to an appropriate disposal site.	\$1,000.00 per incident.
Failure to notify CVWMA or City when routes are not completed on designated collection day.	\$1,000.00 per incident.
Failure to provide FEL collection services based on an agreed upon schedule or if On-Call basis within 24 hours of notification by the CVWMA.	\$500.00 per incident.
Persistent Miss: Failure to collect the trash as scheduled from a residential unit three cycles in a row or 4 times in 6 cycles	\$250.00 per incident
Alternate Location Miss: Failure to collect trash as scheduled from an alternate location residential unit two cycles in a row.	\$450.00 per incident
Cart Placement: Failure to return the cart to the proper location twice in 4 cycles if it results in a complaint from the customer.	\$150.00 per incident

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, 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 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 the 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 singly or in combination, in addition to any other right or remedy allowed by law:

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

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 the Contract resulting from this procurement during the entire term of the Contract shall be granted to the CVWMA and incorporated into the Contract. The Contractor will be eligible for an annual adjustment of rates which if appropriate, shall be made on the anniversary date of each Contract year based on the increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U) for the most recent preceding twelve-month period..

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. CVWMA shall have sole discretion of whether it wishes to grant such petition or not.

Quantities: This is a “requirements” based contract and no minimum amount of material is guaranteed or implied.

Title to Material: Title to, control of and responsibility of the MSW collected pursuant to the resulting Contract shall vest to the Contractor at the time of collection from the ERU. Title to,

control of and responsibility of the MSW prior to collection shall remain with the ERU as long as it remains on the ERU. CVWMA shall not at any time obtain or retain title to any materials.

Compliance with Equal Opportunity: 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, national origin, age, disability or other basis prohibited by law relating to discrimination in employment, except where such 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.
- 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 defined 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, its individual members (or voting alternates) of the CVWMA Board of Directors and its officers, agents and employees of the CVWMA, its Member Jurisdictions and Participating Jurisdictions, and their elected officials, officers agents and employees, harmless from and defend against all claims (legal, equitable or administrative), damages, losses, and expenses (including expert witness fees), consultant and attorney's fees, remediation costs, removal costs, clean-up costs and all other costs, liabilities or expenses arising out of or resulting from the Contractor's performance of services set forth in the resulting Contract, or the failure to provide said services. It is understood that this indemnification shall extend to any and all claims against the CVWMA or the Member Jurisdictions by third parties or agencies of the federal, state or local governments for any

environmental liability due to a release of pollutants to the environment, whether imposed by statute, ordinance, regulation or common law, relating to activities under the Contract.

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 CVWMA specifying such limits, with the CVWMA and the individual Member Jurisdictions named as additional insured parties on such policies. In addition, the Contractor shall require the insurer give the CVWMA thirty (30) 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 its initial term.

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; \$4,000,000 each occurrence
- b. Property Damage \$1,000,000 each occurrence

3. Comprehensive General Liability

Limits of Liability –

- a. Bodily Injury \$1,000,000 each person; \$4,000,000 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.

The Contract shall be subject to termination by the CVWMA at any time if said insurance is 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.

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 a performance bond for the faithful performance of the

Contract and all obligations arising hereunder in the amount of Thirty (30%) percent of the estimated annual cost to CVWMA. 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 or cash in lieu of the performance bond with a banking institution and on terms and conditions acceptable to the CVWMA.

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.

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.

If the MSW FEL portion and the Town of Ashland portion of this RFP are awarded to separate Contractors, the CVWMA will consider an alternate Performance Bond amount for the MSW FEL portion only.

Governing Law: This RFP and any contract resulting from it shall be executed in the City of Richmond, Virginia, and shall be governed, construed and interpreted according to the laws of the Commonwealth of Virginia. Parties agree to resolve any complaint necessary to be filed in court in the applicable state court having jurisdiction in the City of Richmond.

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 and representatives 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 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.

SECTION 7

REQUIRED FORMS

**TOWN OF ASHLAND MUNICIPAL SOLID WASTE (MSW) COLLECTION
SERVICES
AND
FRONT-END LOAD (FEL) MUNICIPAL SOLID WASTE (MSW) COLLECTION
SERVICES FOR PARTICIPATING MEMBER JURISDICTIONS
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

NON-COLLUSION AFFIDAVIT OF OFFEROR

State of _____)
)ss
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 _____, 2018.

Notary Public, State of:

My Commission Expires:

OFFEROR'S PROPOSAL

TOWN OF ASHLAND MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES AND FRONT-END LOAD (FEL) MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES FOR PARTICIPATING MEMBER JURISDICTIONS 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 Town of Ashland Municipal Solid Waste (MSW) Collection and Front-End Load (FEL) Municipal Solid Waste (MSW) Services for Participating Member Jurisdictions, CVWMA RFP 19-02, 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

City, State Zip Code

Area Code and Telephone Number

PRICE PROPOSAL FORM 1

Price for award of both Town of Ashland MSW Collection and FEL MSW Services

<i>Town of Ashland Service</i>	<u>\$/Residence or ERU/month</u>
Monthly inclusive service per residential/residential equivalent unit for weekly MSW collection and disposal as described in Section 5, Contractor provided carts	\$
Monthly inclusive service per residential/residential equivalent unit for weekly MSW collection and disposal as described in Section 5, without cart purchase (will include cart delivery and cart management)	\$
SPECIAL BULKY WASTE COLLECTION <i>Price per ton for disposal of Special Bulky Waste collected per Section 5</i>	\$
Litter Baskets, currently 12 baskets in the Town	\$
<i>FEL Service – Price per Month</i>	

	2 CUBIC YARD FEL	4 CUBIC YARD FEL	6 CUBIC YARD FEL	8 CUBIC YARD FEL
Monthly Cost 1 Collection per week				
Monthly Cost 2 collections per week				
Monthly Cost 3 collections per week				
Monthly Cost 4 collections per week				
Monthly Cost 5 collections per week				
On-Call Service per call				

PRICE PROPOSAL FORM 2

**TOWN OF ASHLAND MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES
AND
FRONT-END LOAD (FEL) MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES FOR PARTICIPATING MEMBER JURISDICTIONS
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
RFP 19-02**

Town of Ashland only

<i>Service</i>	<u>\$/Residence or ERU/month</u>
Monthly inclusive service per residential/residential equivalent unit for weekly MSW collection and disposal as described in Section 5, Contractor provided carts	\$
Monthly inclusive service per residential/residential equivalent unit for weekly MSW collection and disposal as described in Section 5, without cart purchase (will include cart delivery and cart management)	\$
SPECIAL BULKY WASTE COLLECTION Price per ton for disposal of Special Bulky Waste collected per Section 5	\$
Litter Baskets, currently 12 baskets in the Town	\$

PRICE PROPOSAL FORM 3

**TOWN OF ASHLAND MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES
AND
FRONT-END LOAD (FEL) MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES FOR PARTICIPATING MEMBER JURISDICTIONS
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
RFP 19- 02**

Inclusive monthly cost for MSW FEL Container Collection only

	2 CUBIC YARD FEL	4 CUBIC YARD FEL	6 CUBIC YARD FEL	8 CUBIC YARD FEL
Monthly Cost 1 Collection per week				
Monthly Cost 2 collections per week				
Monthly Cost 3 collections per week				
Monthly Cost 4 collections per week				
Monthly Cost 5 collections per week				
On-Call Service per call				

ALTERNATE PROPOSAL FORM

SECTION 8

OFFEROR'S SUBMITTAL CHECKLIST

**TOWN OF ASHLAND MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES
AND
FRONT-END LOAD (FEL) MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES FOR PARTICIPATING MEMBER JURISDICTIONS
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

All Offerors submitting a response to the CVWMA RFP for Town of Ashland Municipal Solid Waste (MSW) and FEL Collection Services for Participating Member Jurisdictions 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 Four (4) Copies of the Proposal	
2.	Non-Collusion Affidavit Of Offeror	
3.	Offeror's Proposal Form	
4.	Price Proposal Forms 1, 2, 3 and/or Alternate	
5.	Performance Bond Commitment Letter	
6.	Certificates of Insurance or Evidence Thereof	
7.	Financial Statements	

SECTION 9

ADDITIONAL INFORMATION

**TOWN OF ASHLAND MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES
AND
FRONT-END LOAD (FEL) MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES FOR PARTICIPATING MEMBER JURISDICTIONS**

MSW FEL LOCATIONS AND COLLECTION SCHEDULE

	SITE NAME	ADDRESS	EQUIPMENT	QUANTITY	SVC FREQ	DAYS OF SERVICE
HANOVER COUNTY SCHOOLS						
	Atlee HS	9414 Atlee Station Road	8 YD FEL	4	3 times weekly	Mon, Wed, Fri
	Atlee HS	9414 Atlee Station Road	8 YD FEL	4	Weekly	Wed
	Battlefield ES	5501 Mechanicsville Turnpike	6 YD FEL	2	3 times weekly	Mon, Wed, Fri
	Battlefield ES	5501 Mechanicsville Turnpike	6 YD FEL	2	Weekly	Wed
	Beaverdam ES	15485 Beaverdam School	6 YD FEL	2	2 times weekly	Mon, Thurs
	Beaverdam ES	15485 Beaverdam School	6 YD FEL	2	Weekly	Wed
	Chickahominy MS	9450 Atlee Station Road	4 YD FEL	1	3 times weekly	Mon, Wed, Fri
	Chickahominy MS	9450 Atlee Station Road	6 YD FEL	2	3 times weekly	Mon, Wed, Fri
	Chickahominy MS	9450 Atlee Station Road	4 YD FEL	1	Weekly	Wed
	Chickahominy MS	9450 Atlee Station Road	6 YD FEL	2	Weekly	Wed
	Cold Harbor ES	6740 Cold Harbor Lane	6 YD FEL	1	3 times weekly	Mon, Wed, Fri
	Cold Harbor ES	6740 Cold Harbor Lane	8 YD FEL	1	3 times weekly	Mon, Wed, Fri
	Cold Harbor ES	6740 Cold Harbor Lane	6 YD FEL	1	Weekly	Wed
	Cold Harbor ES	6740 Cold Harbor Lane	8 YD FEL	1	Weekly	Wed
	Elmont ES	12007 Cedar Lane	6 YD FEL	2	3 times weekly	Mon, Wed, Fri
	Elmont ES	12007 Cedar Lane	6 YD FEL	2	Weekly	Wed
	Cool Spring ES	9964 Honey Meadows Road	8 YD FEL	2	3 times weekly	Mon, Wed, Fri
	Cool Spring ES	9964 Honey Meadows Road	8 YD FEL	2	Weekly	Wed
	Gandy Maint Shop	291 Archie Cannon Drive	2 YD FEL	1	weekly	Wed
	Georgetown School	10000 Learning Lane	2 YD FEL	1	3 times weekly	Mon, Wed, Fri
	Georgetown School	10000 Learning Lane	2 YD FEL	1	Weekly	Wed

	Gandy ES	201 Archie Cannon Road	8 YD FEL	2	3 times weekly	Mon, Wed, Fri
	Gandy ES	201 Archie Cannon Road	8 YD FEL	2	Weekly	Wed
	Hanover Center for Trades	10002 Learning Lane	8 YD FEL	1	3 times weekly	Mon, Wed, Fri
	Hanover Center for Trades	10002 Learning Lane	8 YD FEL	1	Weekly	Wed
	Hanover HS	10295 Chamberlayne Road	8 YD FEL	4	3 times weekly	Mon, Wed, Fri
	Hanover HS	10295 Chamberlayne Road	8 YD FEL	4	Weekly	Wed
	Henry Clay ES	310 S James Street	6 YD FEL	2	3 times weekly	Mon, Wed, Fri
	Henry Clay ES	310 S James Street	6 YD FEL	2	Weekly	Wed
	Kersey Creek ES	8261 Whippoorwill Road	8 YD FEL	2	3 times weekly	Mon, Wed, Fri
	Kersey Creek ES	8261 Whippoorwill Road	8 YD FEL	2	Weekly	Wed
	Laurel Meadow ES	8248 Lee Davis Road	6 YD FEL	2	3 times weekly	Mon, Wed, Fri
	Laurel Meadow ES	8248 Lee Davis Road	6 YD FEL	2	Weekly	Wed
	Lee Davis HS	7052 Mechanicsville Turnpike	8 YD FEL	4	3 times weekly	Mon, Wed, Fri
	Lee Davis HS	7052 Mechanicsville Turnpike	8 YD FEL	4	Weekly	Wed
	Liberty MS	13496 Liberty School Road	4 YD FEL	1	3 times weekly	Mon, Wed, Fri
	Liberty MS	13496 Liberty School Road	6 YD FEL	2	3 times weekly	Mon, Wed, Fri
	Liberty MS	13496 Liberty School Road	4 YD FEL	1	Weekly	Wed
	Liberty MS	13496 Liberty School Road	6 YD FEL	2	Weekly	Wed
	Mechanicsville ES	7425 Mechanicsville Elementary	8 YD FEL	2	3 times weekly	Mon, Wed, Fri
	Mechanicsville ES	7425 Mechanicsville Elementary	8 YD FEL	2	Weekly	Wed
	Oak Knoll MS	10295 Chamberlayne Road	4 YD FEL	1	3 times weekly	Mon, Wed, Fri
	Oak Knoll MS	10295 Chamberlayne Road	6 YD FEL	2	3 times weekly	Mon, Wed, Fri
	Oak Knoll MS	10295 Chamberlayne Road	4 YD FEL	1	Weekly	Wed
	Oak Knoll MS	10295 Chamberlayne Road	6 YD FEL	2	Weekly	Wed
	Patrick Henry HS & Paint Shop	12449 W Patrick Henry Road	6 YD FEL	1	weekly	Mon
	Patrick Henry HS & Maint. Shop	12449 W Patrick Henry Road	8 YD FEL	4	3 times weekly	Mon, Wed, Fri
	Patrick Henry HS & Maint. Shop	12449 W Patrick Henry Road	8 YD FEL	4	Weekly	Wed
	Pearsons Corner ES	9734 New Ashcake Road	8 YD FEL	2	3 times weekly	Mon, Wed, Fri
	Pearsons Corner ES	9734 New Ashcake Road	8 YD FEL	2	Weekly	Wed
	Pole Green ES	8993 Pole Green Park Lane	8 YD FEL	3	3 times weekly	Mon, Wed, Fri

	Pole Green ES	8993 Pole Green Park Lane	8 YD FEL	3	Weekly	Wed
	Rural Point ES	1761 Studley Road	6 YD FEL	2	3 times weekly	Mon, Wed, Fri
	Rural Point ES	1761 Studley Road	6 YD FEL	2	Weekly	Wed
	South Anna ES	13122 Waltons Ravern Road	6 YD FEL	3	3 times weekly	Mon, Wed, Fri
	South Anna ES	13122 Waltons Ravern Road	6 YD FEL	3	Weekly	Wed
	Stonewall Jackson MS	8021 Lee Davis Road	4 YD FEL	1	3 times weekly	Mon, Wed, Fri
	Stonewall Jackson MS	8021 Lee Davis Road	6 YD FEL	2	3 times weekly	Mon, Wed, Fri
	Stonewall Jackson MS	8021 Lee Davis Road	4 YD FEL	1	Weekly	Wed
	Stonewall Jackson MS	8021 Lee Davis Road	6 YD FEL	2	Weekly	Wed
	Washington Henry ES	9025 Washington Henry Drive	6 YD FEL	2	3 times weekly	Mon, Wed, Fri
	Washington Henry ES	9025 Washington Henry Drive	6 YD FEL	2	Weekly	Wed
HANOVER ADMIN BUILDINGS						
Animal Control						
	Animal Control	12471 Taylor Complex Lane	6 YD FEL	1	2x Weekly	Mon, Thurs
Library						
	Atlee Library	9161 Atlee Road	6 YD FEL	1	Weekly	Wed
	Pamunkey Regional Library	7461 Sherwood Crossing	6 YD FEL	1	Weekly	Thurs
Public Works						
	Cannery	12491 Taylor Complex	4 YD FEL	1	On Call	
Department of Social Services						
	Community Services #1	12300 Washington Highway	6 YD FEL	1	2x Weekly	Mon, Thurs
	Community Services #2	7179 Stonewall Parkway	6 YD FEL	1	Weekly	Thurs
	Community Services #3	9734 Atlee Commons Drive	8 YD FEL	1	2x Weekly	Mon, Fri
	Community Services #4	14433 George Washington	6 YD FEL	1	2x weekly	Mon, Thurs
	Facilities Management	7490 Library Drive	6 YD FEL	3	2x Weekly	Thurs
Fleet Services						
	Fleet Services	11375 N Lakeridge Parkway	8 YD FEL	2	2x Weekly	Mon, Thurs
Parks and Recreation						
	Hanover Wayside Park	8225 Hanover Wayside Road	6 YD FEL	1	Weekly	Thurs
	Henry Clay Ball Fields	310 S James Street	4 YD FEL	0	Weekly	
	Montpelier Park	17203 Sycamore Tavern	4 YD FEL	1	Weekly	Thurs
	Parks & Recreation	13017 Taylor Complex Lane	2 YD FEL	1	Weekly	Thurs

	Parks & Recreation	13017 Taylor Complex Lane	4 YD FEL	1	Weekly	Thurs
	Pole Green Park	8996 Pole Green Park Lane	6 YD FEL	2	Weekly	Thurs
	Pole Green Park	8996 Pole Green Park Lane	6 YD FEL	1	2 x Weekly	Mon/Thurs
	Poor Farm Park	13400 Liberty School Road	6 YD FEL	1	Weekly	Thurs
	Poor Farm Park	13400 Liberty School Road	6 YD FEL	1	2 x Weekly	Mon/Thurs
	Hanover Parks and Rec	7232 Courtland Farm Road	6 YD FEL	1	Weekly	Thurs
	Hanover Parks and Rec	7232 Courtland Farm Road	6 YD FEL	1	2 x Weekly	Mon/Thurs
	Fire Training Facility	13054 Winston Rd	4 YD FEL	1	Weekly	Thurs
Public Utilities Department						
	Rt 30 Water Treatment Plant	10076 Kings Dominion Blvd	6 YD FEL	1	Weekly	Wed
	Rt 30 WWTP	10076 Theme Park Way	6 YD FEL	1	Weekly	Wed
	Totopotomy WWTP	9015 Pole Green Park Lane	6 YD FEL	1	2x Weekly	Mon, Thurs
	Ashland WWTP	106 W Vaughn Road	6 YD FEL	1	2x Weekly	Mon, Thurs
Pamunkey Regional Jail						
	Pamunkey Regional Jail	7240 Courtland Farm Road	8 YD FEL	3	3x Weekly	Mon, Wed, Fri
Hanover Sheriff's Office						
	Sheriff's Office Firing Range	7236 Courtland Farm Road	6 YD FEL	1	2x Weekly	Mon, Fri
Hanover Fire and Rescue						
	Ashcake Vol Rescue Squad #13	8375 New Ashcake Road	6 YD FEL	1	Weekly	Thurs
	Ashland Fire Station #1	501 Archie Cannon Drive	6 YD FEL	1	Weekly	Thurs
	Beaverdam Fire Station #2	16150 Trainham Road	6 YD FEL	1	Weekly	Thurs
	Black Creek Fire Station #12	6229 McClellan Road	6 YD FEL	1	Weekly	Thurs
	Chickahominy Fire Station #10	10414 Leadbetter Road	6 YD FEL	1	Weekly	Fri
	Doswell Fire Station #4	15243 Washington Highway	6 YD FEL	1	Weekly	Wed
	E Hanover City Vol Res Squad #14	4428 Mechanicsville Turnpike	6 YD FEL	1	Weekly	Thurs
	E Hanover Fire Station #3	4428 Mechanicsville Turnpike	6 YD FEL	1	Weekly	Thurs
	Farrington First Station # 11	12300 Farrington Road	6 YD FEL	1	Weekly	Thurs
	Fire Administration #5	13326 Hanover Courthouse	6 YD FEL	1	Weekly	Thurs
	Fire Training Facility	13038 Winston Road	4 YD FEL	2	Weekly	Thurs
	Fire Training Facility	13038 Winston Road	6 YD FEL	2	Weekly	Thurs
	Henry Fire Station #6	9634 Chamberlayne Road	6 YD FEL	1	Weekly	Fri
	Mechanicsville Fire Station #7	7161 Stonewall Parkway	6 YD FEL	1	Weekly	Thurs

Montpelier Fire Station #8	16861 Mountain Road	6 YD FEL	1	Weekly	Thurs
Rockville Fire Station #9	11445 Rockville Road	6 YD FEL	1	Weekly	Thurs
W Hanover Vol Rescue Squad #15	17005 Beaver Dam Road	2 YD FEL	1	Weekly	Thurs
Ashland EMS 16	201 Duncan Street	6 YD FEL	1	Weekly	Wed
POWHATAN					
Fighting Creek Park	Mann Road	6 YD FEL	1	2 times per week	Tues, Fri
Aces Diamond	Skaggs Road	8 YD FEL	1	Weekly	Tues
Pitt Field	Old Buckingham Road	8 YD FEL	1	Weekly	Tues
Dog Pound	4000 Old Plantation Road	4 YD FEL	1	EOW	Tues
Turner Field	Old Buckingham Road	8 YD FEL	1	Weekly	Tues
Soccer Field	3834 Old Buckingham Road	4 YD FEL	1	Weekly	Tues
Fire Company 1	Old Buckingham Road	4 YD FEL	1	EOW	Tues
Fire Company 2	Urbine Road	4 YD FEL	1	EOW	Tues
County Library	Mann Road	4 YD FEL	1	Weekly	Tues
The Village Building	Old Buckingham Road	8 YD FEL	1	2 times per week	Tues, Fri
Maintenance Building	3914 Old Buckingham Rd	8 YD FEL	1	EOW	Tues
Dutoy Water Treatment Plant	2040 Anderson Highway	4 YD FEL	1	Weekly	Tues
Waste Water Treatment	3900 Old Plantation	4 YD FEL	1	EOW	Tues
ASHLAND					
Town Shop	100 W. Vaughn Rd	6 YD FEL	1	Weekly	Wed
Carter Park	1112 Maple St	6 YD FEL	1	Weekly	Mon

PUBLIC NOTICE

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

**TOWN OF ASHLAND MUNICIPAL SOLID WASTE (MSW) COLLECTION
SERVICES
AND
FRONT-END LOAD (FEL) MUNICIPAL SOLID WASTE (MSW) COLLECTION
SERVICES FOR PARTICIPATING MEMBER JURISDICTIONS**

Request for Proposals 19-02

The Central Virginia Waste Management Authority (CVWMA) is seeking proposals for Collection of Residential Municipal Solid Waste (MSW) in the Town of Ashland and FEL Collection Services in the CVWMA service area. There will be a pre-proposal conference, Wednesday, August 29, 2018 at 10:00 am at the CVWMA office, 2100 W. Laburnum Avenue, Suite 105, Richmond, Virginia 23227. The contract resulting from this Request for Proposals will be for a five-year period beginning on or about July 1, 2019. Written responses must be addressed to the CVWMA and received no later than 2:00 p.m., Friday, September 14, 2018. 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. Additional information regarding this Request for Proposals may be obtained by calling Rich Nolan, Director of Operations, (804) 612-0553 or via email at rnolan@cvwma.com.