

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

REQUEST FOR PROPOSALS #20-01

RECYCLING AND SOLID WASTE CONSULTANT SERVICES

July 31, 2019

Central Virginia Waste Management Authority
2100 W. Laburnum Avenue
Suite 105
Richmond VA 23227

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RFP 20-01
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I. BACKGROUND

CVWMA Description

The Central Virginia Waste Management Authority (CVWMA) is a political subdivision of the Commonwealth of Virginia formed by 13-member local governments, including the Cities of Colonial Heights, Hopewell, Petersburg and Richmond, the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan, Prince George, and the Town of Ashland. The Authority is a primary government with no component units. The Authority is jointly governed by the 13 jurisdictions listed herein, however it is not a component unit of any of the participating governments.

The CVWMA was created by the member local governments to provide recycling and other waste management services in response to requests from the local governments. The governing body of each of these local governments appoints one or more member representatives to the CVWMA Board of Directors. The CVWMA is governed by a 20-member Board of Directors.

The CVWMA service area covers 2,440 square miles of land area and includes a population of over 1.2 million.

The Authority was created and incorporated by the State Corporation Commission in December 1990 under the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia of 1950 as amended) to assist member localities with solid waste planning, satisfying Virginia's recycling requirement and other waste management and recycling initiatives. The Authority's purpose is to plan, acquire, construct, reconstruct, improve, extend, operate, contract for and maintain any garbage and refuse collection, transfer and disposal program or system, including waste reduction, waste material recovery, recycling as mandated by law or otherwise, resource recovery, waste incineration, landfill operation, ash management, sludge disposal from water and wastewater treatment facilities, household hazardous waste management and disposal and similar programs or systems, within one or more of the political subdivisions which are members of the Authority.

Each member government contributes funding to support the administration of the Authority. Each special project, such as the regional residential recycling program, is paid for separately by those localities electing to participate in that specific program. The Authority manages an approximately \$16 million annual budget, over 90% of which is pass through based on member governments participation.

Project Description

The purpose of this Request for Proposals (RFP) is to solicit qualified and interested firms to submit proposals for providing Consultant Services for Recycling and Solid Waste Management. CVWMA issues this RFP for consultant services pursuant to the Virginia Public Procurement Act, Virginia Code Section 2.2-4300 et seq.

The purpose of this project is to assess the recycling and solid waste landscape in central Virginia and develop long-term strategic goals and objectives that will provide for more efficient and effective recycling and solid waste programs for the region while balancing local challenges and differences, with an emphasis first and foremost on residential recycling in 9 jurisdictions (~290,000 households). It is the intent of this RFP to establish a contract for consulting services to assist in determining best practices for recycling and waste management for the foreseeable future.

The CVWMA desires to establish a contract with a firm under which individual projects can be assigned on an as needed basis. The CVWMA reserves the right to award to multiple firms.

The CVWMA's contact concerning this RFP is:

Kimberly A. Hynes
Executive Director
CVWMA
2100 West Laburnum Avenue, Suite 105
Richmond, Virginia 23227
804-359-8413

MANDATORY Pre-Proposal Conference – August 7, 2019 @ 2:00pm. A MANDATORY Pre-Proposal Conference will be held Wednesday August 7, 2019 at 2:00pm in the CVWMA Conference Room at 2100 W. Laburnum Avenue, Suite 105, Richmond VA 23227.

II. PROPRIETARY INFORMATION

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 must identify the data or other materials by page or paragraph to be protected, and state the reasons why protection is necessary.*

III. COOPERATIVE PROCUREMENT

This procurement is being conducted under the provisions of Section 2.2-4304 of the Code of Virginia. As stated, a public body may purchase from another public body's contract even if it did not participate in the Request for Proposal, if the Request for Proposal specified that the procurement was being conducted on behalf of other public bodies. Except for contracts for architectural and engineering services and most construction contracts, if agreed to by the selected Contractor, other public bodies may utilize the contract awarded pursuant to this RFP, if any. The selected Consultant shall deal directly with any public body it authorizes to use the contract. The CVWMA is not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transaction between the selected Consultant and any other public bodies, and in no event shall the CVWMA be responsible for any costs, damages, or injury resulting to any other party from use of a contract awarded pursuant to this RFP, if any. CVWMA assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the selected Consultant may conduct such notification.

IV. SCOPE OF WORK

The consultant firm will perform any and all consulting services to develop a plan to create sustainable recycling programs and recommend cost effective alternatives to landfilling solid waste. The goals and objectives of this project include:

- Review existing solid waste management plan and current recycling and solid waste programs, to include programs coordinated by the CVWMA, by localities and the private sector.
- Identify gaps and opportunities in recycling, while balancing economic challenges.

- Craft scope of services for residential recycling collection and/or processing for the region, balancing individual needs of the various localities.
- Define holistic recycling/diversion programs, to include source reduction, reuse and best practices for recycling.
- Minimize environmental impacts by selecting the most sustainable business model for recycling with consideration on the financial impact to local governments and residents and businesses.

General Background:

The CVWMA provides several recycling and solid waste programs for member local governments. We recognize that one size does not fit all, thus localities can pick and choose from a menu of services based on what best fits individual needs. CVWMA does not provide any solid waste or recycling operations. All CVWMA services are contracted with the private sector as a result of procurement.

The largest and most visible program is Residential Recycling. CVWMA provides curbside/alley recycling collection on a bi-weekly basis to nearly 290,000 eligible households. The program collects over 36,000 tons annually and materials are collected single stream. The current contract for the bulk of the households expires, June 30, 2023. Currently, commodities collected in this program include Mixed Paper, Newsprint, OCC, aluminum and steel cans, glass bottles and jars, cartons, and #1-#7 plastic bottles, tubs and containers.

Also, single and dual stream recycling collection of similar commodities collected in the curbside program are available at drop off locations in every locality in the region (25 through CVWMA) via a combination of roll-offs and front-end load containers. CVWMA collects over 7,000 tons of paper, cans, bottles and containers annually through the drop-off recycling program.

The CVWMA and member localities, through programs and contracts, also provide recycling of :

- Appliance and Scrap Metal (CFC/HCFC removal)
- Electronics
- Used Oil, Antifreeze and Oil Filters
- Propane Tanks
- Lead Acid Batteries
- Waste Tires
- Yard Waste
- Textiles

In addition, programs for safe collection and handling of paints and solvents, pesticides and herbicides and other household hazardous are also provided through CVWMA and by localities.

Please see CVWMA website www.cvwma.com for a complete copy of the Central Virginia Solid Waste Management Plan and program statistics information.

Work to Be Completed:

The Consultant shall demonstrate experience and knowledge of the recycling and solid waste industries and be prepared to provide the following:

Project 1 – Recommend Scope of Services for Curbside Recycling: The selected Consultant shall be responsible for researching, collecting and analyzing any all relevant information needed to fully

understand the organization and recycling/solid waste practices in the region and in the individual member localities in order to recommend a scope of services for procurement of residential recycling collection and processing services.

Upon completion of an evaluation of the existing infrastructure of recycling and solid waste, Consultant will recommend a scope of services for procurement of contractor(s) to provide Residential (aka Curbside) Recycling for approximately 290,000 households in 9 jurisdictions. The recommendation should address 1) a regional program while balancing individual locality needs including economics, 2) a recommended mix of recyclable and management materials and 3) innovative new best practices for a more cost effective and efficient program.

The selected Consultant should be prepared to complete Project 1 by December 31, 2019, in accordance with the following timeline:

Consultant begins work on Project 1:	September 20, 2019
Meet with Local Leaders	September 20, 2019
Progress Report 1	October 16, 2019
Progress Report 2	November 8, 2019
Preliminary and Draft Report	by December 1, 2019
Final Report and Recommendations	December 31, 2019

Consultant should be prepared to present findings and recommendations to CVWMA Technical Advisory Committee and Board of Directors and possibly other interested groups during the project and to present the final report.

Other Potential Projects: The selected Consultant shall also be prepared during the term of the contract to be called upon to provide, including but not limited to the following tasks:

- ***Evaluate current recycling and solid waste infrastructure (public and private) in central Virginia*** - Consultant might be called upon to review the Central Virginia Solid Waste Management Plan, review CVWMA, individual localities and private sector recycling and solid waste operations, determine individual locality needs, inventory recycling and solid waste facilities, identify feasible recycling markets and review all other resources available to become familiar with the existing waste management infrastructure in the region and extended markets.
- ***Determine Characteristics of Waste Stream*** - Determine the make-up of the waste and recycling streams in the region and make recommendations for future recycling and waste management opportunities.
- ***Determine Beneficial, Emerging Technologies and Best Management Practices*** - Evaluate new and emerging technologies and techniques in handling solid waste to support the waste management hierarchy of waste reduction, reuse, recycling, incinerating and landfilling. Recommend best management practices to determine a path forward for waste management initiatives.
- ***Identify Needs and Opportunities and Feasibility*** - Assist in identifying gaps in infrastructure, programs and planning. Along with the above tasks, determine opportunities for future planning, programs and the feasibility of implementing best practices in central Virginia.
- ***Overall Strategic Plan*** - Upon review and evaluation of existing recycling and solid waste management practices, the characteristics of the waste stream, new and emerging technologies, best practices, identification of needs, opportunities and feasibility in the

region, develop an overall strategic plan, to include goals, initiatives and objectives to support the waste management hierarchy to assist in future planning.

V. PROPOSAL SUBMITTAL REQUIREMENTS, REVIEW CONDITIONS AND CRITERIA TO BE EVALUATED

A. Proposal Requirements

The proposal shall, at a minimum, include the following items in the following order:

1. Discussion of proposer's experience specific to recycling and solid waste.
2. Discussion of proposer's experience specific to providing services to regional entities with needs for urban, suburban and regional communities.
3. Identify Project Lead/Contact.
4. Qualifications of personnel to be assigned to the project and hourly rates of such positions;
5. Demonstration of ability to complete Project 1 within the timeline established herein and estimated hours to complete Project 1.
6. Sample of contract or project performed similar to Project 1.
7. A list of at least three (3) references, preferably for work performed similar to services requested herein, including the name, address and telephone number of an appropriate contact person.

B. Submittal Specifications

Five (5) copies of the proposal shall be submitted to the CVWMA no later than **2:00 pm** on **Friday, August 16, 2019** at the following address:

Central Virginia Waste Management Authority
RFP #20-01
2100 W. Laburnum Ave, Suite 105
Richmond, VA 23227
ATTN: Kimberly A. Hynes, Executive Director

The proposals shall be submitted in sealed envelopes and shall be clearly marked as being submitted in response to this RFP. Offers by email, facsimile or telephone are not acceptable.

Any proposals delivered after the specified date and time will not be considered and 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 place.

C. Proposal Evaluation Process and Contract Negotiations

The Evaluation and Selection Committee shall consist of CVWMA Staff and members of the CVWMA Technical Advisory Committee (TAC). The Evaluation and Selection Committee (Committee) will review and evaluate all proposals received. All submitted proposals will be ranked by the Committee based on the proposal criteria outlined in V.A herein and below.

Upon review and evaluation of the proposals, the Committee will select two or more Offerors deemed to be fully qualified and best suited among those submitting proposals for an interview and further discussion. Selection shall be made from the top-ranked Offerors.

In the event that negotiations with the top-ranked Offeror are unsuccessful, negotiations will be formally terminated and the CVWMA will enter into negotiations with the next highest-ranking Offeror, until a contract satisfactory and advantageous to the CVWMA is negotiated. The CVWMA reserves the right to reject all proposals received and initiate a new competitive proposal process.

Should the Committee determine in its sole discretion that only one Offeror is fully more qualified than the others, a contract may be negotiated with and awarded to that Offeror. If negotiations are unsuccessful, the CVWMA reserves the right to issue a new RFP.

In evaluating proposals, the CVWMA will consider:

1. Overall responsiveness and completeness of the proposal with respect to this RFP;
2. Demonstration of firm's experience, knowledge and ability to perform recycling and solid waste consulting services;
3. Proposed personnel identified to perform the services identified and the qualifications and experience of proposed personnel assigned to this Contract;
4. Experience in serving regional or multi-jurisdictional agencies, authorities, or other similar public agencies and entities;
5. The proposed work plan and approach for completing Project 1 in the timeline established herein;
6. Management responsiveness and overall approach to data gathering, timing and problem resolution;
7. Responsiveness to questions and inquiries during the procurement process and demonstrated commitment to the project;
8. Estimated hours and cost to complete Project 1;
9. Reputation of firm and response from references, including sample of similar work performed previously.

D. Procurement and Contract Timeline:

Although the following dates are subject to change, it is anticipated that the following schedule will apply.

RFP Released	July 31 ,2019
Mandatory Pre-Proposal Conference	
And Deadline for Questions	August 7, 2019
Proposal Deadline	August 16, 2019
Interviews with Offerors	August 19, 2019 – August 30, 2019
Consultant selected	September 6, 2019
First Project (below) scope provided by CVWMA	September 9, 2019
Consultant provides cost proposal for Project 1	September 13, 2019
Award by CVWMA Board and appropriation for Project 1	September 20, 2019
Contract Executed	September 20, 2019
Meet with Local Leaders and Representatives	September 20, 2019
Project 1 Begins	September 20, 2019

VI. CONTRACT AWARD

The CVWMA Board of Directors will award a contract for consulting services pursuant to this RFP, based on recommendation of the Evaluation and Selection Committee on September 20, 2019. Successful Offeror will be notified prior to the recommendation of the award and the award will be posted in CVWMA Board meeting agenda and meeting minutes on the CVWMA website. At the same meeting on September 20, 2019 it is anticipated the CVWMA would appropriate funds to perform Project 1. As other projects are identified and requested of the consultant, the CVWMA Board will appropriate the necessary funds proposed to complete the scope of work prior to any work being performed.

VII. CONTRACT TERMS

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

Term of Contract: A contract will be established under which individual projects can be assigned on an as needed basis. The term of this contract shall be for a period of one year ending on or about September 30, 2020. The contract may be renewed for four additional one-year terms. The parties may agree that by their mutual consent, each expressed in writing and before the termination each of the initial term ending September 30, 2020, that the contract may be extended for an additional period of one year upon the same terms and conditions as set forth in the 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.

Consulting Services and scope of work: if the CVWMA desires Consultant to perform work under this Contract, CVWMA shall provide Consultant with a scope of work to be performed and both parties shall negotiate in good faith. Prior to any work being performed, CVWMA and Consultant shall mutually agree in writing to scope of work, timeline and cost for the project. All work shall be dependent upon appropriation of funds for individual projects by the CVWMA Board of Directors.

Authorized Representative: The CVWMA has designated its Executive Director or his/her designee to serve as the principal contact throughout the duration of the work.

Records and Inspection: Consultant shall maintain full and accurate records with respect to all matters covered under this Contract, including accounting records, written policies and procedures, time records, telephone records, expense records and any other supporting evidence necessary to substantiate charges related to this Contract. Consultant's records shall be open to inspection and subject audit and reproduction by the CVWMA during normal working hours. The CVWMA shall have access to such records from the effective date of the Contract for the duration of the Contract and until two (2) years after the date of final payment by the CVWMA to the Consultant.

Governing Law: The Consultant shall at all times observe and comply with all laws, ordinances and regulations of federal, state and local governments in the performance of this Contract. This Contract is made and entered into in the City of Richmond, Virginia and shall be governed, controlled and interpreted under the laws of the Commonwealth of Virginia.

Non-Discrimination: During the performance of this Contract, the Consultant agrees as follows:

A. In connection with this contract, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age, disability or other basis prohibited by state law relating to discrimination in employment, except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places in its office, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in connection with this Contract, will state that the Consultant 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 the requirements of this section.

D. The Consultant will include the provisions of the foregoing paragraphs, A, B, and C in every subcontract or purchase order executed in connection with this Contract, so that the provisions will be binding upon each subcontract or vendor.

E. The Consultant shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulation (41 CFR, Part 60). During the performance of this Contract, the Consultant, for itself, its assignees and successors in interest, agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, which is made part of this Contract by reference, and with any other applicable provision of federal or state law guaranteeing equal employment opportunity.

Drug Free Workplace: During the performance of this Contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with § 2.2-4312 of the Code of Virginia, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Hold Harmless: Consultant shall indemnify, defend and hold the CVWMA, member jurisdictions and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from a breach by Consultant of any term of this Contract or arising out of Consultant's negligent or intentionally wrongful acts or omissions.

Non-Assignment: Neither CVWMA nor the Consultant shall assign, transfer, convey or otherwise hypothecate this Contract or their rights, duties or obligations hereunder or any part thereof without the prior written consent of the other.

Subcontractor: The Consultant hereby agrees that no subcontractor will be used to perform any of the services to be provided to the CVWMA under this Contract without prior written approval of the CVWMA.

Independent Contractor: Consultant's relationship with the CVWMA shall at all times be that of an Independent Contractor. The method and manner in which Consultant's Services hereunder shall be performed shall be determined by Consultant and the CVWMA will not exercise control over Consultant or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Contract. Nothing in this Contract shall be construed to make Consultant, or any of its employees, employees or agents of the CVWMA or member jurisdictions.