

**CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

**Request for Proposals (RFP)**

**CFC/HCFC COLLECTION AND RECYCLING/PROCESSING SERVICES**

**CVWMA RFP 20-02**

**Issue Date: February 19, 2020**

**Proposal Due Date: March 20, 2020**

**Central Virginia Waste Management Authority  
2100 West Laburnum, Suite 105  
Richmond, Virginia 23227**

**RFP DOCUMENTS  
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## **SECTION 1 INVITATION TO RESPOND**

### **REQUEST FOR PROPOSALS 20-02 PURSUANT TO CODE OF VIRGINIA, TITLE 2.2, CHAPTER 43 VIRGINIA PUBLIC PROCUREMENT ACT CFC/HCFC COLLECTION AND RECYCLING/PROCESSING SERVICE 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, and 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). Currently some member jurisdictions accept white goods for recycling at their convenience centers and requires services for the collection and recycling/processing of chlorofluorocarbon (CFC)/ hydrofluorocarbon (HFC) from white goods including but not limited to refrigerators, freezers, dehumidifiers, and air conditioners. The Contract or Contracts that may be awarded as a result of this procurement will authorize collection and recycling/processing activities to continue the CFC/HFC collection and recycling processing program in the CVWMA service area. Those jurisdictions that ultimately decide to execute a Special Project Service Agreement for the potential contract are considered “Participating Local Jurisdictions (PLJ).”

Offerors must submit to the CVWMA sealed responses (hereinafter “Response” or “Proposal”) to this Request for Proposals (“RFP”) for CFC/HCFC Collection, Recycling and Processing Services to be provided by the Offeror(s) in any one or multiple Member Jurisdictions. Proposals are due by 2:00 p.m. March 20, 2020. Responses must be received at the CVWMA Administrative Offices, 2100 W. Laburnum Avenue Suite 105, Richmond VA 23227. An Offeror may be an individual, partnership, corporation, limited liability company, or other legal entity. Certain other terms are defined in Section 6 of this RFP. Please refer to these definitions while preparing your response. The potential contract awarded as a result of this procurement will be a “requirements” contract, with no quantities guaranteed.

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 interest of the CVWMA and its member jurisdictions 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 identifying 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 made available online at [www.cvwma.com](http://www.cvwma.com) and daily from 9:00 a.m. to 4:00 p.m. beginning February 19, 2020 at the CVWMA's Administrative Offices located at the address above. Interested parties may contact Rich Nolan, Director of Operations, 804-612-0553 or [rnlolan@cvwma.com](mailto:rnlolan@cvwma.com) for further information.

## SECTION 2 BACKGROUND INFORMATION

### **CFC/HCFC COLLECTION AND RECYCLING/PROCESSING SERVICE FOR CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

**Introduction** The purpose of this section is to familiarize prospective Offerors with the CVWMA, the CVWMA's RFP process and brief description of the project. The following sections describe the background, summary of intent, and project description regarding this RFP for CFC/HCFC Collection, Recycling, and Processing Services. This RFP defines the service standards, specifications and proposal requirements of the comprehensive services requested.

**Background.** CVWMA is a political subdivision of the Commonwealth of Virginia formed by 13 local government members: the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and Prince George, the Town of Ashland and the Cities of Colonial Heights, Hopewell, Petersburg and Richmond (Member Jurisdictions). The CVWMA is incorporated by the State Corporation Commission under the provisions of the Virginia Waste and Waste Authorities Act §15.2-5100 et seq. The CVWMA service area spans 2,442 square miles and has an estimated population of about 1.2 million.

The CVWMA was created by the 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. Member Jurisdictions select the programs in which they participate and pay for the costs of services for each program in which they participate.

#### **Summary of Intent:**

CVWMA's intent and the purpose of this RFP are to provide services for collection and recycling/processing of chlorofluorocarbon (CFC) and hydrofluorocarbon (HFC) from white goods including but not limited to refrigerators, freezers, dehumidifiers, and air conditioners to the Participating Local Jurisdictions. CVWMA will select one or more of the respondents to this RFP to fulfill this purpose. The award(s) shall be based upon the quality of the submittal; the experience, background and ability of the Offerors to perform the required services; the cost to CVWMA and the Participating Local Jurisdictions; and the ability of the Offeror to satisfy all criteria set forth in this RFP. To this end, CVWMA has provided as much information as possible to all prospective Offerors to allow them to compute fair and reasonable cost proposals. However, it is the sole responsibility of the Offeror to calculate and be responsible for the prices quoted in its proposal.

For purposes of the RFP, White Goods shall include material as defined in Section 6 of this RFP. Currently the CVWMA has a Contract with one vendor for the services requested in this RFP. The Contract(s) resulting from this procurement will be for a five-year term with a possible five-year renewable option.

**Project Description:**

This project is for the collection and processing of CFC's/HCFC's in compliance with the federal Clean Air Act, any amendments and implementing regulations, as well as any applicable state and local laws, regulations and ordinances in force as of the date of this Contract. Each Participating Local Jurisdiction will have an established regular schedule of service at a specific location(s) where the CFC/HCFC collection is to be performed.

The current location of Collection Sites can be found in the Table 1 below. The addition and/or subtraction of Collection Sites may vary during the term of the Contract pending on the needs of the CVWMA Member Jurisdictions.

**Table 1**

<b>Collection Site</b>	<b>Address</b>	<b>Estimated Units (annual)</b>
Chesterfield Northern Convenience Center	3200 Warbro Road Chesterfield, VA	1,548
Chesterfield Southern Convenience Center	6700 Landfill Road, Chester, VA	1,548
Henrico County Springfield Road PUA	10600 Fords County Lane, Glen Allen, VA	1,393
Henrico County Charles City Road PUA	2075 Charles City Road, Henrico, VA	928
Powhatan County Convenience Center	2407 Mitchell Road, Powhatan, VA	419
Goochland County Convenience Center	1908 Hidden Rock Lane, Maidens, VA	259
Western Goochland Convenience Center	3455 Hadensville-Fife Road, Goochland, VA	100
New Kent County 618 Convenience Center	6301 Olivet Church Road, Providence Forge, VA	500
City of Richmond Convenience Center	3800 East Richmond Road, Richmond, VA	270
City of Richmond Transfer Station	3520 N Hopkins, Road, Richmond, VA	271

## **SECTION 3 INSTRUCTIONS TO OFFERORS**

### **CFC/HCFC COLLECTION AND RECYCLING/PROCESSING SERVICE FOR CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

This RFP constitutes the complete set of specifications and proposal forms. All proposals and documents must be executed and submitted in sealed envelopes as provided in this section. By submitting a proposal, the Offeror agrees to be bound by all terms and conditions specified herein. Submittal of a proposal in response to this RFP constitutes a binding offer by the Offeror. Proposals that do not comply with these requirements may be rejected by the CVWMA.

#### **1. Receipt and Opening of the Proposals:**

- a. Sealed proposals must be received by the CVWMA at its Administrative Offices located at 2100 West Laburnum Avenue, Suite 105, Richmond, Virginia 23227, by 2:00 p.m. on March 20, 2020. At that time, 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 CFC/HCFC COLLECTION, RECYCLING, AND PROCESSING SERVICES*" Proposals shall be addressed as follows:

Kimberly A. Hynes, Executive Director  
Central Virginia Waste Management Authority  
2100 West Laburnum Avenue, Suite 105  
Richmond, Virginia 23227

The face of the sealed envelope shall contain the Offeror's name, a contact person, return address, date and the time the RFP is submitted. Any proposal received after the time and date specified shall not be considered and will be returned to the Offeror unopened.

- c. Any proposal may be withdrawn by or before 2:00 p.m., March 20, 2020. No Offeror may withdraw a proposal after this time unless otherwise allowed by law.

The CVWMA will address questions or concerns via email or phone call. If it deems it appropriate, the CVWMA will prepare written responses to questions raised that relate to interpretation of, or changes to, the RFP that the CVWMA deems appropriate for clarification. The responses will be divided into two (2) categories:

- Items requiring only clarification, interpretation or explanation, 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 March 13, 2020.
  - 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. March 17, 2020.
- 2. Submittal and Execution of Proposal:** One (1) original proposal and four (4) copies of the proposal must be submitted by the due date. 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 Cost Proposal form contained in Section 7 of this RFP. Furthermore, where applicable, the Offeror should indicate its state of incorporation or legal formation on the form and affix its corporate or official seal attested to by the corporate secretary or similarly authorized individual.
- 3. Proposal Deadline:** Proposals are due at the CVWMA administrative offices on the date and at the time specified in this RFP. Under no circumstance shall proposals delivered after the time specified be considered; such proposals will be returned unopened. It shall be the Offeror's sole responsibility to ensure that the proposal is complete and delivered at the proper time and to the proper place. Offers by facsimile, telephone, email or other electronic means are not acceptable. A PROPOSAL MAY NOT BE ALTERED BY THE OFFEROR AFTER THE PROPOSAL DEADLINE.
- 4. Mistakes:** Offerors are expected to examine the specifications and all other instructions provided herein. FAILURE TO DO SO WILL BE AT THE OFFEROR'S RISK. In the event of mathematical extension error(s), the unit price will prevail and Offeror's total will be corrected accordingly.
- 5. 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 RFP.
- 6. Interpretation:** All Offerors shall carefully examine the RFP. Any perceived ambiguities or inconsistencies shall be brought to the attention of the CVWMA in writing prior to the proposal deadline; failure to do so, on the part of the Offeror, will constitute an acceptance

by the Offeror of any subsequent decision. Additional questions concerning the intent, meaning and interpretation of the RFP or any addenda that are raised shall be made in writing, and received by the CVWMA at least five (5) business days prior to the proposal submittal deadline. Written inquiries should be addressed to:

Mr. Rich Nolan, Director of Operations  
Central Virginia Waste Management Authority  
2100 West Laburnum Avenue, Suite 105  
Richmond, Virginia 23227  
Phone: (804) 612-0553  
Fax: (804) 359-8421  
Email: rnolan@cvwma.com

No person at the CVWMA is authorized to provide oral interpretations of, or make oral changes to, the RFP. Therefore, any oral statements will not be binding on the CVWMA and should not be relied upon by any Offeror. Any interpretation of, or changes to, the RFP will be made in the form of a written document and will be furnished to all prospective Offerors and will be posted on the CVWMA website at cvwma.com.

7. **Conflict of Interest:** Each Offeror must disclose in its proposal the name of any officer, director, agent, or any relative of an officer, director or agent who is an employee or appointed official of the CVWMA or member jurisdiction. Further, all Offerors must disclose the name of any CVWMA or its member jurisdictions' 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.
8. **Legal Requirements:** Offerors are required to comply with all provisions of federal, state and local laws, ordinances, rules and regulations that are applicable to the items being proposed. Lack of knowledge of the Offeror shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.
9. **Contractual Agreement:** No award shall be final until such time as a Contract as defined in Section 6 of this RFP has been executed by the CVWMA Executive Director. Any and all legal action necessary to enforce a contract resulting from this RFP will be interpreted according to laws of Virginia; the venue shall be the City of Richmond, Virginia.
10. **Facilities:** The CVWMA or any of its assigns reserves the right to inspect the Offeror's facilities, equipment, etc., at any reasonable time with prior notice, to determine that the Offeror has a bona fide place of business and is a responsible Offeror.
11. **Permits:** Copies of solid waste permit(s) as well as disposal and/or recycling permits will be required as part of the review.

- 12. 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 an 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 satisfactory evidence.
- 13. Disqualification of Offerors:** If an Offeror submits more than one proposal or partners with two separate companies, all such proposals shall be rejected by the CVWMA and not considered by the CVWMA. Reasonable grounds for believing that an Offeror is involved in more than one proposal for the same work will be cause for rejection of all proposals with which such Offeror is believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists among these Offerors.
- 14. Modifications:** The CVWMA reserves the right to make modifications to the Scope of Services and General Contract Terms and Conditions specified in this RFP that in its sole discretion it determines more fully effectuates the intent of this RFP and CFC/HFC Collection and Recycling/Processing. The modification of any contract(s) resulting from this procurement after execution must be made in writing and accepted mutually by both parties. Although it is possible that certain Terms and Conditions may be modified during the negotiation process, however, for purposes of its submittal the Offeror should assume that the language contained in the General Contract Terms and Conditions will not be modified during the negotiation process.
- 15. Performance Bond/Letter of Credit/Payment Bond and Commitment Letter:** The selected Offeror(s) shall have five (5) days after they sign the Contract for 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 for two thousand five hundred dollars (\$2,500). The performance bond may be adjusted at each anniversary of the contract. The value of the performance bond/letter of credit may be determined as a part of the negotiation process of this RFP.

Each Offeror must provide, as part of the RFP response, a letter of commitment from an approved surety/financial institution to provide a performance bond/letter of credit that specifies the amount the surety/financial institution is willing to provide to the Offeror to guarantee provision of the goods and/or performance of the services of a contract resulting from this RFP. The amount shall be equal to \$2,500. In addition, it must state that said bond will be delivered within the specified time if the proposed contract is awarded.

It shall be at the CVWMA's sole discretion as to whether a surety company with an ownership interest held by or controlled by an Offeror shall be deemed an acceptable

underwriter of the bonds required under this proposal.

- 16. Minimum Offeror Requirements:** Each Offeror must prove to the satisfaction of the CVWMA that it is capable and has, or can obtain, sufficient facilities, equipment, personnel and financial stability to perform the services specified in this RFP. Further detail regarding services to be provided can be found in Section 5 of this RFP.

Offerors must have a successful record of experience in performing the provision of goods and/or performance of services specified in this RFP. A summary of present and past contracts, covering at least the last five (5) years must be provided, if length of experience permits. This record must show the name of the client/employer, address, description of the service provided, date of service, and a reference with phone numbers.

A minimum of three (3) professional references must be provided.

If the Offeror does not have records for the past five (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 right and options on its behalf:

- to reject any and all proposals that fail to meet the literal and exact requirements of the RFP;
- to accept the proposal or proposals which in the judgment of the CVWMA are the best and most responsive proposal or proposals for required goods and services; or;
- to issue subsequent requests for new proposals and/or additional information.

Any or all proposals will be rejected if there is reason to believe that collusion existed among the Offerors. Proposals received from participants in such collusion will not be considered for the same services if and when re-advertised. Proposals will also be rejected from Offerors who are or have been in default on a previous contract with the CVWMA.

- 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. Offerors agree that if they should execute the proposed contract, they shall make no claim against the CVWMA because of estimates or statements made by any officer or agent of the CVWMA that may prove to be erroneous. The failure or omission of Offerors to receive or examine any form, instrument, addendum

or other document shall in no way relieve them of any obligations with respect to the offer submitted in response to this RFP. The CVWMA shall make all such documents available to the Offerors, upon request, where authorized and allowed by law.

- 20. Proprietary Information:** 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.
- 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 Released	February 19, 2020
Deadline for Offeror's Requests for Clarification	March 13, 2020
Issuance of addendum, if needed	March 17, 2020
Proposals Due	March 20, 2020
Interview with Offerors	week of March 30, 2020
Recommendation to CVWMA Board	April 17, 2020
Contract execution	May 1, 2020 (projected)
Contract commencement	July 1, 2020

## SECTION 4 PROPOSAL EVALUATION

### **CFC/HCFC COLLECTION AND RECYCLING/PROCESSING SERVICES FOR CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

#### **1. Qualifications and Competency of Offerors**

**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
- CFC/HFC collection, and recycling processing experience.

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 CFC/HFC collection and recycling/processing, 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 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 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 new 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 provided 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, the Offeror must provide 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 CFC/HCFC Collection and Recycling/Processing Experience:** Offerors will be evaluated on the basis of their demonstrated experience in the collection and processing of CFC/HCFC. Offerors are encouraged to submit references for existing customers, especially under contract to municipalities, to demonstrate their experience and success. The CVWMA may give particular attention to the performance data provided for these referenced projects. The Offeror must demonstrate the following:

- Overall experience in the Freon Removal Industry; and
- Experience in the successful operation of CFC/HCFC collection and processing 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 CVWMA through this RFP.

**1.2.1 Collection and Processing Proposal:** The proposal shall describe the proposed collection and processing 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, if needed.

**1.2.2 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 respond to such problems. This Plan should also address the safety precautions taken for the employee(s) and any surrounding personnel and well as steps taken to prevent any contamination to the surrounding environment.

**1.3 Price Proposals: All of the Offeror's proposed prices shall be submitted on the Form titled Cost Proposal Form.** This form shall be executed by the authorized official to bind the company. If an alternate proposal is submitted, a separate Cost Proposal Form must be included and labeled that clearly specifies the proposed costs of any such alternate proposal.

## **2. Evaluation Criteria**

**Written Submittals.** Offerors are to make written proposals that present Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Offeror's proposal should provide all of the information that it considers pertinent to its qualifications for this RFP. The proposals will be evaluated according to the following criteria upon their review by the CVWMA:

1. Offeror's demonstrated experience and reputation with the provision of goods and/or the performance of service outlined in the Scope of Services of this RFP within this

region, Virginia or the United States on a similar scale. This shall include a summary of general experience, organization experience related to this RFP, performance history, and pertinent contracts. General experience is defined as general background, experience and qualifications of the Offeror, including personnel, facilities, equipment, etc.

2. Offeror's proposed cost for the service components and/or revenue opportunity for CVWMA included in the Offeror's proposal. Note: As provided under the Virginia Public Procurement Act *for procurement of "non-professional" services where competitive negotiations are used, price shall be considered, but is not necessarily the sole determining factor in selecting an Offeror to contract with.*
3. Evidence of the technical soundness of Offeror's proposed procedures and equipment, including the facilities and resources available for the collection and Recycling/Processing of CFC/HCFCs.
4. Offeror's financial strength as it pertains to Offeror's ability to accomplish the objectives of this project and terms of the anticipated Contract without limitation. Financial strength shall include the Offeror's financial capacity, working capital and other resources to perform the Contract.
5. Offeror's commitment to and track record in timely and accurate billing, document management, and reporting as specified in this RFP.
6. Offeror's ability to provide goods and/or services on the proposed schedule.
7. Offeror's record of compliance with all federal, state and local laws and regulations within the jurisdictions and states in which Offeror operates.
8. Offeror's discussion of other specific factors not included elsewhere that support the proposal including:
  - Agreements/arrangements with subcontractors, including how the work will be accomplished within this working relationship. (CVWMA reserves the right to not approve/not accept subcontractors in any proposal).
  - Unique arrangements that none or few other entities have that are advantageous for effective implementation of the activities included in this RFP.
  - Equipment and procedures to protect personnel and the public from any hazards associated with the activities included in this RFP.

Selection Process. A proposal evaluation committee, acting on behalf of the CVWMA and consisting of (but not limited to) CVWMA staff, board members, and member jurisdiction staff will be organized to review and evaluate all proposals received. Two or more Offerors deemed to be fully qualified and best suited among those submitting proposals shall be selected to pursue competitive negotiation based on the factors stated above. However, the CVWMA reserves the right to reject all proposals received and to initiate a new competitive procurement process. In

addition, the CVWMA may as part of the negotiation process award this proposal to multiple vendors. In the event this is the course of action selected, each prospective vendor will be notified and requested if they desire to be awarded a contract in this manner.

## **SECTION 5 SCOPE OF SERVICES**

### **CFC/HCFC COLLECTION, AND RECYCLING/PROCESSING SERVICES FOR CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

#### **Scope of Services**

Proposals may be submitted for the comprehensive CFC/HCFC collection and recycling/processing services only. The Offeror may propose to provide these services solely or in concert with identified subcontractors. The CVWMA reserves the right to award a full-service contract or separate contracts. The award of separate contracts will be contingent upon the receipt of acceptable proposals.

Services to be performed by the Contractor include the following:

- The Contractor shall collect, store, process and maintain CFC's/HCFC's in compliance with the federal Clean Air Act, any amendments and implementing regulations, as well as any applicable state and local laws, regulations and ordinances in force as of the date of this Contract. Each Participating Local Jurisdiction will have an established regular schedule of service at a specific location(s) where the CFC/HCFC collection is to be performed.
- Each locality will give reasonable advance notice to the CVWMA when it wishes to receive any "extra" service outside of the schedule established under this Contract. The schedule will be specified by the Contractor in conjunction with the CVWMA to the Participating Local Jurisdiction(s) after consultation with all parties. An "extra" service will be one requested that differs from the established schedule.
- The Contractor shall provide all equipment required to safely perform the requirements of this Contract including, but not limited to, evacuation equipment, tapping valves, pressure and temperature gauges, DOT approved storage tanks, and all other equipment and materials required by applicable federal, state and local laws, ordinances, rules or regulations.
- Once CFC's/HCFC's have been removed, the Contractor shall affix a sticker to each white good serviced verifying the removal. The sticker shall include the Contractor's name, address, phone number and date of removal. The sticker shall be provided by the Contractor at his expense. A removal verification form shall be signed by the Contractor and a representative of the Participating Local Jurisdiction; a copy of the verification shall be provided to the CVWMA.
- Each month the Contractor shall report to the CVWMA the number and type of units (jurisdiction report shall be itemized by refrigerant type) serviced in each jurisdiction and the date and location of service. The Contractor shall report monthly to the CVWMA the

quantity of refrigerants recovered and the facilities utilized for processing CFC's/HCFC's. The Contractor shall report to the CVWMA the date of transfer, the weight of CFC's/HCFC's transferred, the name of the receiving facility, the processing outcome (recycling, reclaiming or disposal) of the transferred CFC's/HCFC's.

- The Contractor shall store, manage and process CFC's and HCFC's which are removed in accordance with all applicable federal, state and local laws, regulations and ordinances.

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

1. Participating Local Jurisdictions are responsible for the collection of White Goods requiring the removal of CFC/HCFS in a manner making them accessible for service. The Participating Local Jurisdiction(s) requesting service by the Contractor are responsible for the marketing or disposal of all white goods after proper collection of CFC's and HCFC's by the Contractor.
2. Participating Local Jurisdictions shall provide appropriate supervision of the collection site and White Goods and shall accept responsibility for improper CFC/HCFC removal while they are awaiting service at Collection Sites.
3. Participating Local Jurisdictions shall comply with all federal, state and local laws, regulations and ordinances applicable to the materials collected until such time as the Contractor removes the material from the White Good. At such time title to the CFC/HCFCs vests to the Contractor (see Section 4 paragraph H – Title to Material).
4. Participating Local Jurisdictions shall hold clear title to all materials to be transferred hereunder and shall not be under any legal constraint which would prohibit the handling of such materials or the transfer of possession and title to such materials to the Contractor.

Proposals shall also include the following information as applicable and appropriate given the option or options addressed by the proposal:

1. For CFC/HCFC collection, and recycling processing:
  - The location of the processing site.
  - Brief description of how the material will be processed.
  - A description of the processing facility, location, and on-site storage of Freon.
  - A description of any downstream facility or facilities including location and processing done at the facility.
  - Any notices of violations received
  - Any Restrictions applicable to service
  - Three clients (including name, contact and phone number of the contact person) for whom Offeror has provided recycling services
  - Completion of the Cost Proposal Form

## **Other Proposal Requirements/Conditions**

- Copies of all business licenses required by state and local government.
- Evidence of compliance with all applicable federal, state and local laws, regulations and ordinances applicable to the activities associated with the proposal.
- Listing of all proposed subcontractors.
- Monthly reporting to indicate by collection site by material/category the quantities per month.
- Annual Recycling Rate report: The Contractor shall provide information for the annual Virginia Recycling ate Report as specified in VAC 20-130-10 et seq. upon request by CVWMA
- The CVWMA reserves the right to add and delete collection sites within its service area

## **SECTION 6** **GENERAL CONTRACT TERMS AND CONDITIONS**

### **CFC/HCFC COLLECTION, AND RECYCLING/PROCESSING SERVICES**

#### **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.

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

#### **Definitions**

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. *CFC/HCFC* - Chlorofluorocarbons (CFCs) and hydrochlorofluorocarbons (HCFCs) are fully or partly halogenated paraffin hydrocarbons that contain only carbon (C), hydrogen (H), chlorine (Cl), and fluorine (F), produced as volatile derivative of methane, ethane, and propane. They are also commonly known by the DuPont brand name Freon.
3. *CFC/HCFC Collection and Recycling/Processing Services* - shall mean those services to be performed by the Contractor including, but not limited to: **a**) collecting CFC's/HFC's from white goods stockpiled by Participating Local Jurisdictions at designated Collection sites; **b**) affixing stickers to white goods serviced to evidence evacuation of CFC's/HFC's; **c**) arranging for the processing of CFC's/HFC's collected for recycling, reclaiming or disposal; and **d**) reporting to the CVWMA the results of activities associated with **a**); **b**); and **c**).
4. *Collection Sites* - shall mean sites where the collection and storage of CFC/HFC is to occur. The CVWMA will notify the Contractor in writing as to the location of Collection Sites as those sites are designated by Participating Localities over the term of this Contract.
5. *Contract* – shall mean the written document and all amendments thereto, between the CVWMA and the Contractor governing the provision of CFC/HFC Collection, Recycling, and Processing Services that shall result from this RFP; the Contractor's subsequent proposal and any subsequent addenda and correspondence; and the original Request for Proposals.

- 6.** *Contractor* - shall mean the individual, firm, partnership, joint venture, corporation, or association performing CFC/HFC Collection, Recycling, and Processing Services under any Contract with the CVWMA resulting from this RFP.
- 7.** *Freon* - an aerosol propellant, refrigerant, or organic solvent consisting of one or more of a group of chlorofluorocarbons and related compounds. Freons are types of chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), and related compounds.
- 8.** *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, injunction, action by governments not party to this Contract, where such cause, event or circumstance renders performance under this 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.
- 9.** *Member Jurisdictions* – shall mean the members of the CVWMA including the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and Prince George; the Cities of Colonial Heights, Hopewell, Petersburg, and Richmond; and the Town of Ashland.
- 10.** *Offeror* – shall mean an individual, partnership, corporation, limited liability company, or other legal entity or combination of the above that submits a proposal to CVWMA for CFC/HFC collection, and recycling processing.
- 11.** *On Call Service* - Shall mean that collection service to be performed by the Contractor shall be arranged by the CVWMA or the Participating Localities by making telephone or email contact with the Contractor to request service. Collection shall be performed within 48 hours (exclusive of Saturdays and Sundays) of notification by CVWMA.
- 12.** *Participating Local Jurisdictions or Participating Localities* - shall mean those CVWMA Member Jurisdictions that execute the Special Project Service Agreement for CFC/HCFC Collection, Recycling, and Processing Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
- 13.** *Special Project Service Agreement* - shall mean an agreement between the CVWMA and the Participating Local Jurisdictions specifying the terms and conditions under which those jurisdictions will participate in the program outlined in the Contract between the CVWMA and the Contractor.
- 14.** *White Goods* – shall mean refrigerators, freezers, air conditioners, dehumidifiers, and other appliances designed to utilize or maintain CFC's/HCFC's in their internal operation.

**Term of Contract:** The term of the contract will be for a five (5) year period beginning on or about July 1, 2020 and ending on June 30, 2025. 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, 2025, 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 provide services or to respond to a request for services within 48 hours following notification to the Contractor by the CVWMA of the need for services.	\$50.00 per occurrence
Failure to collect/store, haul and process the Freon collected in a manner that complies with applicable Federal, State and Local laws, regulations and ordinances.	\$1,000.00 per occurrence

**Compensation for Services and Escalation Clause:** Any more beneficial pricing structure proffered to a CVWMA member jurisdiction or other body(ies) politic contained within a member jurisdiction (i.e. school boards) compared to that extended under the terms of 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 grants 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 CFCs/HCFCs collected pursuant to the resulting Contract shall vest to the Contractor at the time of collection from the Collection Site. Title to, control of and responsibility of the CFCs/HCFCs prior to collection shall remain with the Participating Local Jurisdiction as long as it remains on the Collection Site. CVWMA shall not at any time obtain or retain title to any materials. Title to White Goods, after collection of CFCs/HCFCs shall remain with Participating Local Jurisdiction.

**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

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; \$2,500,000 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; \$2,500,000 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 twenty- five hundred dollars (\$2,500). It shall be executed by a surety company licensed to do business in the Commonwealth of Virginia; having an “A-” or better rating by A. M. Best or Standard and Poor’s; and included on the list of surety companies approved by the Treasurer of the United States. The performance bond shall be in a form acceptable to the CVWMA covering the faithful, legal and complete performance of the Contract. The CVWMA may allow an irrevocable letter of credit in lieu of the performance bond with a banking institution and on terms and conditions acceptable to the CVWMA.

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.

**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.

**Force Majeure:** Failure of any party to perform under this Contract by reason of Force Majeure shall not constitute default or be cause for termination of this Contract. However, the Contractor so failing to perform shall immediately notify the CVWMA and the Participating Local Jurisdictions in writing of the failure, including reasons for such failure, and shall make reasonable efforts to correct such failure and to continue performance at the earliest possible date. Should the Contractor be unable to complete performance under this Contract due to the Contractors' failure to perform by reason of Force Majeure, CVWMA shall be authorized to, where practicable, take all reasonable steps to secure another vendor to perform the responsibilities of the Contractor according to the already established schedule of rates, fees and charges. Should the CVWMA be unable to secure a vendor to perform according to the established schedule of rates, fees and charges, CVWMA may agree to a new schedule by written amendment to this Contract. If CVWMA and Contractor are unable to agree on a new schedule, this Contract shall terminate.

**Subcontractors:**

- A. Contractor hereby agrees that no subcontractor will be used to perform any of the services to be provided to the CVWMA under this Contract without the advance written approval of the CVWMA. Contractor further agrees that any subcontractor shall meet all CVWMA requirements imposed on the Contractor.
- B. Each individual entity of the Contractor that is constituted as a joint venture shall be considered and treated as a subcontractor subject to the conditions applicable to subcontractors under this Contract.
- C. Contractor shall be responsible for all actions of subcontractors performed or failed to be performed under this contract.
- D. Should the CVWMA provide written approval to the Contractor to use a subcontractor, the Contractor shall:
  1. In accordance with the requirements of Virginia Code Section 2.2-4354, If the Contractor engages any subcontractor to performs services or provide goods in connection with Contractor's performance under this Contract, the Contractor shall, within seven (7) days after receipt of amounts paid to the Contractor by the CVWMA for work performed by the subcontractor under that contract:
    - a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
    - b. Notify the CVWMA, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

2. The Contractor shall provide the CVWMA with its federal ID number prior to receiving any payment hereunder.

3. The Contractor shall pay interest to its subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the CVWMA for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subparagraph 1.a. above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month.

4. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements set forth herein with respect to each lower-tier subcontractor.

5. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the CVWMA or any of its member jurisdictions.

6. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

**Inspections:** Contractor agrees to permit CVWMA and/or its designated representatives to inspect facilities, equipment and records necessary to evaluate Contractor's performance under this Contract. Inspection of the equipment, facilities and materials collected shall be on demand. Contractor shall provide contact information for Downstream Vendors for contact by CVWMA at any time during the term of this Contract. Inspection of other records shall be in accordance with Section 15 of this Contract.

**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 to 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.

**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.

**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.

**Independent Contractor:** Contractor shall perform all work and services described herein as an independent Contractor and not as an officer, agent, servant or employee of the CVWMA or its Member Jurisdictions and the Participating Local Jurisdictions or any of them. Nothing herein shall be construed as creating a partnership or joint venture between the CVWMA and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the CVWMA or Participating Local Jurisdictions and no such person shall be entitled to any benefits available or granted to employees of the CVWMA.

**Modifications Due to Public Welfare or Change in Law:** In the event any future change in law material alters the obligations of Contractor, then Contractor shall be entitled to an adjustment to rates (fees) established under this Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The CVWMA and Contractor agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law.

**Licenses, Permits and Certificates:** Contractor shall obtain all licenses, permits and certificates required in connection with any performance of and services provided under this Contract prior to commencing services and shall provide evidence thereof upon request by CVWMA or Participating Local Jurisdiction.

**Compliance with Laws and Regulations:** Contractor agrees that, in the performance of this Contract and the performance of other work and services under the Contract, Contractor will qualify under and comply with any and all federal, state and local statutes, ordinances, rules, regulations and/or permits now in effect, or hereafter enacted or required during the term of this Contract, which are applicable to Contractor, its employees, agents or subcontractors, if any. In addition, Contractor at all times shall adhere to all OSHA, UL, DOT and other applicable safety standards and mandates in the performance of all work.

## **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 the (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 the right and 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 and seek from Contractor reimbursement for the difference in cost of services. 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 cost of difference in service from Contractor.

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.

**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.

## **SECTION 7**

### **REQUIRED FORMS**

#### **CFC/HCFC COLLECTION, AND RECYCLING/PROCESSING SERVICES FOR CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

**OFFEROR'S PROPOSAL**  
**CFC/HCFC COLLECTION, AND RECYCLING/PROCESSING SERVICES**

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

Subject: Proposal of \_\_\_\_\_ (AN INDIVIDUAL/ PARTNERSHIP/ CORPORATION, A LIMITED LIABILITY 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 Contract Documents for CFC/HCFC Collection, Recycling, and Processing Services CVWMA RFP 20-02) for one or more of the jurisdictions of the CVWMA, and being familiar with local conditions affecting the cost of work, does hereby offer to furnish, at the rates hereinafter set forth, all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the service as specified.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

### **COST PROPOSAL FORM:**

<b><i>DESCRIPTION</i></b>	<b><i>COST to CVWMA</i></b>
Per Unit Fee (\$/unit)	

Please include any other information that you feel may be useful in our research and evaluation process.

**Three clients (including name, contact, and phone number of the contact person) for whom Contractor has provided CFC/HFC Collection and Recycling/Processing Services:**

1. Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Telephone number: \_\_\_\_\_

2. Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Telephone number: \_\_\_\_\_

3. Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Telephone number: \_\_\_\_\_

## **NON-COLLUSION AFFIDAVIT OF OFFEROR**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being duly sworn, deposes and says that:

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

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

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

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

The price or prices set forth in the attached Proposal 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 \_\_\_\_\_, 2020.

Notary Public, State of

My Commission Expires: \_\_\_\_\_.

**SECTION 8**

**OFFEROR'S SUBMITTAL CHECKLIST**

**CFC/HCFC COLLECTION, AND RECYCLING/PROCESSING SERVICES  
FOR  
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

All Offerors submitting a response to the CVWMA RFP 20-02 for CFC/HCFC Collection, Recycling, and Processing Services should insure themselves that the conditions described in this RFP document have been met prior to submitting the proposal. The following checklist is provided to assist the Offeror in verifying the completeness of the proposal.

1. One (1) Original and Four (4) Copies of the Proposal
2. Offeror's Proposal Form
3. Cost Proposal Form
4. Non-Collusion Affidavit of Offeror
5. Certificates of Insurance or Evidence Thereof
6. Most Recent Financial Statements
7. Other Information as required in the RFP, including 3 references

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

**CFC/HCFC COLLECTION, AND RECYCLING/PROCESSING SERVICES**  
**Request for Proposals: RFP 20-02**

The Central Virginia Waste Management Authority (CVWMA) is seeking proposals for CFC/HCFC collection, and recycling processing at various sites located within its service area. The contract or contracts resulting from this Request for Proposals will be for a five-year period beginning on or about July 1, 2020. Written proposals must be addressed to the CVWMA and received no later than 2:00 p.m., Friday, March 20, 2020. A copy of the full Request for Proposals is available at [www.CVWMA.com](http://www.CVWMA.com) or from the CVWMA, 2100 West Laburnum Avenue, Suite 105, Richmond, VA 23227; (804) 612-0553. Additional information regarding this Request for Proposals may be obtained by contacting Rich Nolan, Director of Operations, (804) 612-0553 or rnolan@cvwma.com.