

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

Request for Proposals (RFP)

**RESIDENTIAL RECYCLING COLLECTION, PROCESSING AND
MARKETING AND DROP-OFF RECYCLING PROCESSING AND
MARKETING SERVICES**

CVWMA RFP #21-02

Issue Date: November 16, 2020

Proposal Due Date: March 5, 2021

**Central Virginia Waste Management Authority
2100 W. Laburnum Avenue; Suite 105
Richmond VA 23227
804-359-8413**

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SECTION 1 INVITATION TO RESPOND and REQUEST FOR PROPOSALS (RFP)

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).

Pursuant to Title 2.2, Chapter 43, the Virginia Public Procurement Act, the Central Virginia Waste Management Authority (CVWMA or the Authority) is seeking proposals for residential collection, processing and marketing of recyclables and processing and marketing services for recyclables delivered via roll-offs from the CVWMA Drop-Off Recycling Program.

A mandatory pre-proposal conference will be held on Tuesday, December 15, 2020 at 11:00am. The conference will be held virtually due to COVID-19 restrictions. Any company, firm, partnership, or individual intending to respond to this RFP **MUST** attend. To attend the mandatory pre-proposal conference, contact Rich Nolan, CVWMA Director of Operations at rnolan@cvwma.com or 804-612-0553 for the link and login instructions prior to the meeting.

Offerors must submit to the CVWMA sealed responses (hereinafter “Response” or “Proposal”) to this Request for Proposals (“RFP”) for Residential Recycling Collection, Processing and Marketing and Drop-Off Recycling Processing and Marketing Services to be provided by the Offeror(s) in any one or multiple Member Jurisdictions. Proposals are due by 2:00 p.m. **March 5, 2021**. 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 5 and 6 of this RFP. Please refer to these definitions while preparing your response.

The CVWMA reserves the right to award one or more contract(s) for the requested services to the Offeror or Offerors submitting the most responsive proposal(s) based on the best value of the CVWMA and its member jurisdictions in terms of the overall combination of quality, price and required service elements. See Section 5 Scope of Services for more 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 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 and daily from 9:00 a.m. to 4:00 p.m. beginning November 16, 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 rnolan@cvwma.com for further information.

SECTION 2

BACKGROUND INFORMATION and DESCRIPTION OF CURRENT PROGRAMS

Introduction The purpose of this section is to familiarize prospective Offerors with the CVWMA, the intent of this RFP, the current program and a brief description of the project.

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 appoint 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 residential recycling collection, processing and marketing of recyclable material to over 260,000 households in central Virginia and/or receive, process and market from recyclable material collected in the CVWMA Drop-Off Recycling Program. CVWMA will select one or more respondents to this RFP to fulfill these purposes.

The award(s) shall be based on the quality of the submittal; the experience, background and ability of the Offeror(s) to perform the required services; the cost to the CVWMA and Participating Jurisdictions; and the ability of the Offeror(s) 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(s) to calculate and be responsible for the prices quoted in its proposal.

For purposes of this RFP, Recyclable Materials shall include the material defined in Section 5 of this RFP. The Contract (s) resulting from this procurement will be for a ten (10) year term with two possible 5-year renewal options.

Those jurisdictions that ultimately decide to execute a Special Project Service Agreement for the potential contract are considered "Participating Local Jurisdictions (PLJ)."

Current Program and Project Description - Residential Recycling Services:

Current Program: Currently the CVWMA provides Residential Recycling Collection, Processing and Marketing Services to over 275,000 households in nine (9) member jurisdictions (“Participating Jurisdictions or Participating Localities”). One contract/vendor serves 8 of the participating jurisdictions and approximately 265,000 households. Another vendor serves the City of Petersburg only.

CVWMA provides for the collection of Recyclable Materials (defined in Section 5) in a single stream on a bi-weekly basis. The current vendors are responsible for collection from the curb, alley or alternate location and delivering to a properly permitted Material Recycling Facility. Current contractors then process, sort and bale the Recyclable Materials collected from residents by commodity and market and ensure those commodities are recycled. Approximately 36,000 – 37,000 tons of Recyclable Materials are collected and recycled annually through the CVWMA Residential Recycling Program.

In five of the Participating Jurisdictions, collection occurs from a 95-gallon Cart. In the other Participating Localities, residents set out recycling in 18-24 gallon bins or any personal rigid container up to 95-gallons, including Carts sold to residents by the CVWMA. The table below provides a listing of current Participating Jurisdictions, the current number of eligible households, whether those households have been provided 95-gallon recycling carts and the annual tons collected in Fiscal Year 2020 by Participating Jurisdiction:

Locality	Current # of Households	Locality-Wide Carts	Tons Recycled* 7/1/19-6/30/20
Town of Ashland	1,700	Yes	320
Chesterfield County	72,000	No	9,935
City of Colonial Heights	6,700	Yes	1,068
Goochland County	1,800	No	367
Hanover County	3,800	No	632
Henrico County	85,000	No	11,807
City of Hopewell	8,600	Yes	754
City of Petersburg	11,000	Yes	1,166
Prince George County	0	N/A	0
City of Richmond	62,000	Yes	10,580

* Note: additional tonnage is collected by private haulers

More information and program statistics can be found at cvwma.com. Further description by Participating Locality of the current Residential Recycling Program can be found in Section 5.

Project Description - In this RFP, it is the intent of the CVWMA and Participating Jurisdictions to continue the collection of Recycling Material in a single stream, every other week in each of the Participating Localities. In addition, the City of Petersburg may participate beginning July 1, 2024; the County of Prince George may join the program making the service available to another 6,700 homes if opted in and the County of Chesterfield would provide a subscription program to their residents (72,000 are currently opted into the program).

Further, the intent is to provide each eligible household, including new developments and/or new participants, a 95-gallon Recycling Container (Cart) if one is not currently provided. The selected Contractor(s) should provide for the purchase of Carts and shall provide for the maintenance, repair, replacement and delivery in each Participating Jurisdiction, whether the selected Contractor(s) owns the Carts or not. Please see Section 5 for a full Scope of Services.

Current Program and Project Description – *Drop-Off Processing and Marketing Services:*

Current Program: The CVWMA currently provides Drop-Off Recycling Hauling and Processing and Marketing Services at 67 sites in the region, including public buildings and sites provided for public use. The Recyclable Materials are the same mix of materials collected in the Residential Recycling Services Contract (see Section 5 for definition of Recyclable Materials). Recyclable Materials are collected in a Single Stream, in most cases, from Roll-Off and 8-yard Front End Load Containers on a schedule provided by the CVWMA and Participating Local Jurisdiction. Some sites separate OCC, mixed paper and commingled (comix) containers.

The Drop-Off Recycling Program is provided currently as follows:

- ***Roll-Off portion*** - the collection, processing and marketing of Recyclable Materials collected in Roll-Off portion of the program is provided under 2 separate contracts, one for collection and hauling and the other for the processing and marketing.
- ***FEL portion*** – the collection, processing and marketing of Recycling Material collected under the FEL portion is provided by 1 contract.
- ***Delivered Paper*** – the CVWMA also currently has contracts whereby Member Jurisdictions collect and deliver OCC and/or Mixed Paper directly to a fiber processor.

About 7,900 tons were recycled through the CVWMA Drop-Off Recycling Program in FY2020; 3,700 of those tons delivered through the Roll-Off portion. More information on program statistics can be found on the CVWMA website at cvwma.com.

Project Description – Under this RFP, it is the intent to continue the existing program and to secure a contractor to process and market the Recyclable Material delivered to the selected Contractor(s), specifically the Roll-Off portion of the program, however could potentially include the FEL and/or Delivered Paper portions of the program. There are no minimum guarantees of volume. The selected Contractor(s) shall accept Recyclable Material from the CVWMA Drop-Off Recycling Program, process, sort and prepare the material by commodity and market each commodity for recycling. See Section 5 for the full scope of services.

SECTION 3 INSTRUCTIONS TO OFFERORS

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. Friday, March 5, 2021**. 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 RESIDENTIAL RECYCLING COLLECTION, PROCESSING AND MARKETING AND DROP-OFF RECYCLING PROCESSING AND MARKETING 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, and return address. 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 5, 2021. No Offeror may withdraw a proposal after this time unless otherwise allowed by law.
- d. 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.
- e. All concerns, protests or objections related to the proposal process shall be raised in writing by Offerors not later than February 5, 2021.
- f. 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. February 19, 2021.

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. **Mandatory Preproposal Conference** - will be held on Tuesday, December 15, 2020 at 11:00am. The meeting will be held virtually. Any company, firm, partnership, or individual intending to respond to this RFP **MUST** attend. Anyone interested in submitting a proposal to this RFP, must contact Rich Nolan, CVWMA Director of Operations for the link and instructions to join the meeting at rnolan@cvwma.com or 804-612-0553.
5. **Mistakes:** Offerors are expected to examine the specifications and all other instructions provided herein. FAILURE TO DO SO WILL BE AT THE OFFEROR'S RISK. In the event of mathematical extension error(s), the unit price will prevail and Offeror's total will be corrected accordingly.
6. **Additional Terms and Conditions:** Except alternate proposals, no additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP.
7. **Interpretation:** All Offerors shall carefully examine the RFP. Any perceived ambiguities or inconsistencies shall be brought to the attention of the CVWMA in writing prior to the proposal deadline; failure to do so, on the part of the Offeror, will constitute an acceptance by the Offeror of any subsequent decision. Additional questions concerning the intent, meaning and interpretation of the RFP or any addenda that are raised shall be made in writing, and received by the CVWMA at least ten (10) 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.

8. **Conflict of Interest:** Each Offeror must disclose in its proposal the name of any officer, director, agent, or any relative of an officer, director or agent who is an employee or appointed official of the CVWMA or member jurisdiction. Further, all Offerors must disclose the name of any CVWMA or its member 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 such employee or appointed official has in the firm, branch, division or subsidiary.
9. **Legal Requirements:** Offerors are required to comply with all provisions of federal, state and local laws, ordinances, rules and regulations that are applicable to the items being proposed and shall provide evidence of compliance. Lack of knowledge of the Offeror shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.
10. **Contractual Agreement:** No award shall be final until such time as a Contract as defined in Section 6 of this RFP has been executed by the CVWMA Executive Director. Any and all legal action necessary to enforce a contract resulting from this RFP will be interpreted according to laws of Virginia; the venue shall be the City of Richmond, Virginia.
11. **Facilities:** The CVWMA 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.
12. **Permits and Licenses:** Copies of solid waste permit(s) as well as disposal and/or recycling permits and business licenses will be required as part of the review.
13. **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.
14. **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.
15. **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 Residential

Recycling Services and Drop-Off Processing Services. 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.

16. Surety Commitment Letter, Performance Bond/Letter of Credit/Payment Bond:

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 \$1,000,000. In addition, it must state that said bond will be delivered within the specified time if the proposed contract is awarded.

The selected Offeror(s) shall deliver to the CVWMA a Performance Bond/Letter of Credit within thirty (30) days after execution of the Contract. 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 \$1,000,000. The performance bond may be adjusted at each anniversary of the contract. The value of the performance bond/letter of credit may be determined as a part of the negotiation process of this RFP.

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.

17. 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.

18. Offeror's Non-Collusion Certification: Any Offeror submitting a response to this RFP must complete and execute the Non-Collusion Affidavit of Offeror form included in Section 7 of this RFP.

19. Acceptance or Rejection of Proposals: The CVWMA reserves the following right and options on its behalf:

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

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

- 20. Offerors to Make Examinations:** All Offerors shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and the quantity of labor, equipment, and material needed thereon. Offerors shall make their own determinations as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions they may encounter or create, without extra cost to the CVWMA. Offerors agree that if they should execute the proposed contract, they shall make no claim against the CVWMA because of estimates or statements made by any officer or agent of the CVWMA that may prove to be erroneous. The failure or omission of Offerors to receive or examine any form, instrument, addendum or other document shall in no way relieve them of any obligations with respect to the offer submitted in response to this RFP. The CVWMA shall make all such documents available to the Offerors, upon request, where authorized and allowed by law.
- 21. Proprietary Information:** 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.
- 22. 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.
- 23. Tentative Procurement and Contract Dates:** Although the following dates are subject to change, it is anticipated that the following schedule will apply.

RFP Released	November 16, 2020
Mandatory Pre-Proposal Conference	December 15, 2020
Deadline for Offeror’s Requests for Clarification	February 5, 2021
Issuance of addendum, if needed	February 19, 2021
Proposals Due	March 5, 2021
Interviews with Offerors	TBD between Mar 15 – Mar 31, 2021
Recommendation to CVWMA Board	by or before June 18, 2021
Contract execution	by December 31, 2021
Contract commencement	July 1, 2023

SECTION 4 PROPOSAL CONTENT AND EVALUATION

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
- Residential recycling and 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 Residential recycling and 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;
- 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. Additionally, the Offeror must demonstrate that their business model has financial stability to withstand significant market fluctuations. 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/or 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 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 Residential Recycling and Processing Experience: Offerors will be evaluated on the basis of their demonstrated experience in the collection and processing of Recyclable Material. 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 Residential Recycling Industry; and
- Experience in the successful operation of Residential Recycling Collection, Processing and Marketing 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/or processing and marketing 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 Equipment and Description: Offerors shall submit equipment specifications for all equipment to be used.

1.2.3 Cart Management and Administration: Offeror shall describe a plan for receipt, assembly, distribution, storage, maintenance and replacement of Carts.

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

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

- Employee absenteeism;
- Equipment breakdowns; and
- Capability to provide collection of optional/additional materials

The Management Plan must address specifically how the Offeror will work with CVWMA to identify and resolve consistent sources of problems. A staffing plan indicating number of employees and how they will be staffed to ensure collections capacity and customer service must also be included in the Management Plan. A clear statement of the management structure of the Offeror's company must be supplied.

1.2.6 Safety Plan: The Offeror shall outline the elements of its safety plan for recycling and related collection and processing systems within its proposal. This Plan should 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.

1.2.7 Environmental and Spill Prevention and Response Plans: The Offeror shall outline the elements of its plan for environmentally sustainable practices including but not limited to spill control and storm water pollution prevention. All Offerors shall comply with federal, state and local regulations/ordinances that govern illegal discharges and storm water protection and best management practices.

1.3 Price Proposals: All of the Offeror's proposed prices shall be submitted on the Forms titled **Cost Proposal Forms (Section 7)**. 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. Commitment to Equal Employment Opportunity and Diversity

The CVWMA believes that the citizens of member jurisdictions should benefit from services without regard to race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, economic status, or other basis prohibited by law relating to discrimination in employment.

3. In addition, CVWMA and Member Jurisdictions strongly encourage minority-owned businesses, service disabled veteran-owned businesses, small businesses, and women-owned businesses, as defined in Section 2.2-4310 of the Virginia Public Procurement Act, to submit a proposal and/or actively solicit minority-owned businesses, service disabled veteran-owned businesses, small businesses, and women-owned businesses located in the region as subcontractors, suppliers and staffing for this project. If the Offeror intends to subcontract work as part of its performance under a resulting contract, the Offeror shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, and service disabled veteran-owned businesses. **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 overall proposals will be evaluated according to the following criteria upon their review by the CVWMA:

1. Completeness of the proposal and responsiveness to the outline of services, requirements of the Contractor(s) and proposal instructions of the RFP.	10%
2. Offeror’s qualifications, including experience, expertise of key personnel, financial stability and quality of work previously performed for municipalities and/or entities similar to the Authority.	25%
3. Offeror’s demonstrated commitment to maintain sufficient resources and equipment to provide timely and high quality customer service throughout the term of the agreement, and particularly during peak volume periods.	25%
4. Proposed costs for the service proposed and any proposed potential costs savings associated with the service alternatives	40%

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

5.0 General – Selected Contractor(s) shall provide Residential Recycling Collection, Processing and Marketing (Residential Recycling Services) of identified Recyclable Materials to eligible households as defined in this RFP and/or Drop-Off Processing Services. Proposals may be submitted for the comprehensive Residential Recycling Services, or portions thereof and/or Drop-Off Processing Services. 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 for Residential Recycling Services and Drop-Off Processing Services or separate contracts deemed in the best interest of the Authority and Participating Local Jurisdictions that might include separating collection from processing and marketing and/or contracts by jurisdictions in the CVWMA service area. Contracts could be awarded for one or multiple jurisdictions, but will not be awarded for portions of a jurisdiction, other than defined herein. The award of separate contracts will be contingent upon the receipt of acceptable, complete and comprehensive proposals.

5.1 Term - the initial term of the resulting Contract(s) will be for a ten (10) year period beginning on or about July 1, 2023 and ending on June 30, 2033. Beyond the initial term, the contract may be extended for two (2) additional five (5)-year periods by mutual consent.

5.2 Definitions – below are definitions to clarify meaning for purposes of this RFP:

1. *Alley* – refers to the passageway between or behind EDUs.
2. *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.
3. *Base Level of Service Fee* – shall include Bi-Weekly (every other week) collection of recyclables from 95-gallon carts from all households within the Cities of Colonial Heights, Hopewell, Petersburg and Richmond, the County of Henrico, the Town of Ashland and designated areas of the Counties of Goochland and Hanover, regardless of who owns the Carts, processing and marketing of Recyclable Material AND ongoing maintenance, repairs, removals and delivery of new and existing Carts.
4. *Bi-weekly Residential Recycling Collection Service* – shall mean the every other week collection of all Recyclable Materials, by the Contractor, from Eligible Dwelling Units in the Service Area that use Recycling Containers for the collection of Recyclable Materials and the delivery of those Recyclable Materials to a Materials Recovery Facility.
5. *Comix or Commingled Containers* – metal food and beverage cans (aluminum, "tin", steel and bi-metal); brown, green, blue and clear glass bottles and jars; cartons, including but not limited to milk, juice and soup cartons; plastic bottles, containers, tubs, lids and caps including those with the following labels: PET (#1), HDPE (#2), PVC (#3); LDPE (#4); PP (#5) PS (#6) plastic, non-foamed rigid containers and Other (#7) small household plastic containers.
6. *Contaminated Recyclable Materials* - shall mean foreign matter mixed with Recyclable Materials.
7. *Contract(s)* – shall mean the written document(s) and all amendments thereto, between the CVWMA and the selected Contractor(s) governing the provision of Residential Recycling Collection, Processing and Marketing Services and Drop-Off Processing and Marketing

Services that shall result from this RFP; the Contractor's subsequent proposal and any subsequent addenda and correspondence; and the original Request for Proposals.

8. *Contractor(s)* - shall mean the individual(s), firm(s), partnership(s), joint venture(s), corporation(s), or association(s) performing Residential Recycling Collection, Processing and Marketing Services and Drop-Off Processing and Marketing Services under any Contract with the CVWMA resulting from this RFP.
9. *Cardboard or Old Corrugated Containers (Cardboard or OCC)*– post-consumer corrugated cardboard packaging material.
10. *Curbside* – refers to the area adjacent to paved or traveled roadways.
11. *Dwelling Unit* – shall mean a Residential Unit or an Equivalent Residential Unit.
12. *Eligible Dwelling Unit (EDU) or Household* - shall mean a Residential Unit or Equivalent Residential Unit that the Participating Local Jurisdiction has designated for residential recycling services.
13. *Equivalent Residential Unit (ERU)* – shall mean a Dwelling Unit located in an approved structure or residential complex other than that included in the definition of a Residential Unit or Single Family Residential Unit.
14. *Limited Access Unit* – shall mean an Eligible Dwelling Unit located on a private road or in such other circumstances where ingress and/or egress requires evaluation in order to determine if curbside collection of Recyclable Materials can occur.
15. *Materials Recovery Facility (MRF)* – shall mean a facility licensed, permitted or otherwise approved by all governmental bodies and agencies having jurisdiction, as required, that receives and processes Recyclable Materials and stores Recovered Materials prior to shipment to market.
16. *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.
17. *Multi-Family Residential Units* – classification of housing where multiple separate housing units for residential inhabitants are contained within one building or several buildings within one complex. For purposes of this RFP, Multi-Family Residential Units that are logistically feasible to collect Recyclable Material curbside or in the alley from an approved Recycling Container located at each unit are considered an Equivalent Residential Unit.
18. *Net Proceeds* – shall mean the total revenue to Contractor from the sale of Recovered Materials less the reasonable cost of freight to ship said materials to market.
19. *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 Residential Recycling Collection, Processing and Marketing Services.
20. *Opt-Ins* – those EDUs or ERUs that sign up and choose to participate in Residential Recycling Services and pay for the services.
21. *Participating Local Jurisdictions or Participating Localities* - shall mean those CVWMA Member Jurisdictions that execute the Special Project Service Agreement for Residential Recycling and Processing Services pursuant to Article 11 of the CVWMA Articles of

Incorporation.

22. *Recovered Materials* - shall mean Recyclable Materials that have been collected, separated and processed into marketable form.
23. *Recyclable Materials* - shall mean all Corrugated Cardboard, Newsprint and Residential Mixed Paper; metal food and beverage cans (aluminum, "tin", steel and bi-metal); brown, green, blue and clear glass bottles and jars; cartons, including but not limited to milk, juice and soup cartons; plastic bottles, containers, tubs, lids and caps including those with the following labels: PET (#1), HDPE (#2), PVC (#3); LDPE (#4); PP (#5) PS (#6) plastic, non-foamed rigid containers and Other (#7) small plastic household containers.
24. *Recycling Processing and Marketing Service* – shall mean the processing of Recyclable Materials into Recovered Materials and the marketing of said Recovered Materials.
25. *Recycling Container or Cart* – shall mean the receptacle used by Eligible Dwelling Units for the set-out of Recyclable Materials. Recycling Containers will be a 95-gallon receptacle, made of a minimum of 25 percent post-consumer recycled plastic and/or climate positive material, with wheels, a lid and bar necessary for tipping, provided to Eligible Dwelling Units or such other receptacle as may be mutually approved by the CVWMA and Contractor.
26. *Refuse* – shall mean all solid waste products having the character of solids rather than liquids and which are composed wholly or partially of materials such as garbage, trash, rubbish, litter, residues from clean-up of spills or contamination, or other discarded materials.
27. *Residential Mixed Paper* - shall mean newspapers, chipboard, corrugated, brown and white Kraft bags, carrier stock, colored paper stock, "junk mail", magazines, computer paper, envelopes, writing paper, phone books, paperback books, and any other materials if they are so designated by mutual consent between the CVWMA and Contractor. Residential Mixed Paper does not include: wax coated material, carbon paper, foil backed paper, hardback books and any other material if they are so designated by mutual consent between the CVWMA and Contractor.
28. *Residential Recycling Collection Services* – shall mean the provision of Bi-weekly Residential Recycling Collection Service as defined herein.
29. *Residential Unit or Single Family Residential Unit* – shall mean a structure, containing from one (1) to four (4) dwelling units within the structure (or more as requested by the Participating Local Jurisdiction if such structure is determined by the Contractor to be serviceable), which forms an inhabitable unit (i.e. having facilities which are used or are intended to be used for living, sleeping, cooking and eating) for which the CVWMA directs Residential Recycling Collection Service to be provided.
30. *Residue* – shall mean materials collected by Contractor pursuant to this Contract which are not suitable for recycling, which are collected from an Eligible Dwelling Unit along with Recyclable Material and that are remaining after Recyclable Materials are processed for market. Residue DOES NOT include Hazardous Material or any waste products that may originate or be produced at the Material Recovery Facility.
31. *Roll-Off Container* – a dumpster characterized by a rectangular footprint, designed to collect 30-40 cubic yards of Recyclable Material to be transported by a special Roll-Off Truck/trailer or hooklift truck.
32. *Service Area* – shall mean that geographic area in which Residential Recycling Collection Service pursuant to this Contract are to be provided within boundaries established by the

CVWMA and Participating Local Jurisdictions.

33. *Single Stream* – the system in which all Recyclable Materials are mixed during collection, with the Recyclable Materials being separated at the Material Recovery Facility and sorted by commodity into Recovered Materials for marketing.
34. *Special Project Service Agreement* – shall mean an agreement between the CVWMA and each Participating Local Jurisdiction specifying the terms and conditions under which the jurisdiction will participate in the program.
35. *Subscription Service* – For purposes of this RFP, Subscription Service shall mean providing service only to those Residential Units that have Opted-In and signed up for the Residential Recycling Services program.

5.3 Single Family and Equivalent Residential Recycling Collection

The selected Contractor(s) shall provide for the collection of Recyclable Materials in a single stream for Eligible Dwelling Units (EDU) in the CVWMA region. Collected Recyclable Materials shall be delivered to an approved Material Recycling Facility (MRF) for processing and marketing. The methods and practices for collection of recyclable materials shall be determined by the selected Contractor(s) and shall conform to the following:

5.3.1 Recyclable Materials – it is expected the following materials shall be included as Recyclable Materials:

- Corrugated Cardboard (OCC)
- Newsprint
- Mixed Paper
- Aluminum and Steel Cans
- PET #1 and HDPE #2 plastic bottles, jugs and tubs
- Mixed plastics #1-#7, containers except polystyrene #6
- Cartons
- Glass bottles and jars

Selected Contractor(s) should be prepared to conduct an audit of the mix of Recyclable Materials collected from the Residential Recycling Service program as described in Section 5.4.1 of this RFP.

Offerors should provide an analysis/evaluation of available end-markets for each commodity in the proposal and at least annually throughout the term of a resulting contract.

5.3.2 Frequency of Collection – for purposes of this RFP, the frequency of collection from EDUs shall be bi-weekly (every other week).

5.3.3 Recycling Containers – Currently, each EDU in the Cities of Richmond, Colonial Heights, Hopewell and Petersburg and the Town of Ashland are utilizing 95-gallon Carts for collection of single stream recyclables (approximately 90,000 households). Carts were issued to each EDU in Colonial Heights July 1, 2012; each EDU in Ashland January 2013; each EDU in Petersburg in March 2013; each EDU in Hopewell in July 2014; and each EDU in Richmond in July/August 2015. We believe the Carts are in good condition, however Offerors are encouraged to inspect the Carts set out on the day of collection in these communities. In the Counties of Chesterfield, Goochland Hanover and Henrico, recyclables are collected from 18 or 24-gallon CVWMA bins or from any rigid container up to 95-gallons set out by the resident (~220,000 households). For purposes of this

RFP, Offerors should assume that each EDU will be serviced from a 95-gallon Cart with wheels, lid and bar for tipping.

For purposes of pricing, the Base Level of Service shall include collection of recyclables from 95-gallon carts from approximately 190,000 households within the Cities of Colonial Heights, Hopewell, Petersburg and Richmond, the County of Henrico, the Town of Ashland and designated areas of the Counties of Goochland and Hanover, regardless of who owns the Carts, Processing and Marketing of Recyclable Materials AND ongoing maintenance, repairs, removals and delivery of new and existing Carts.

However, during the interview process, Offerors will be asked to propose a system and costs associated with a limited number of townhouse or equal units where carts are not possible. These units would utilize 24 gallon bins and the offeror would be responsible for the bin maintenance and management.

For reference, below is a table noting total cart services for Fiscal Year 2020 in each of the Participating Jurisdictions where each ERU has a Cart. Offerors should be prepared to provide ongoing maintenance, repairs removals and delivery of new and existing carts as part of the Base Level of Service:

Service Request	City of Richmond	City of Colonial Heights	City of Hopewell	City of Petersburg	Town of Ashland	Total
<i>New Carts Delivered (new and existing)</i>	809	65	89	279	13	1255
<i>Replacment/Repaired</i>	175	10	31	11	2	229
<i>Additional Carts</i>	2	5	1	5	1	14
<i>Removals</i>	111	20	66	18	5	220
<i>Stolen/missing</i>	20	2	9	8	3	42
<i>Ordered On-line</i>	223	6	0	0	0	229
Total	1340	108	196	321	24	1989

The Counties of Chesterfield and Prince George require a Subscription-type service from only EDUs that Opt-In to the program; therefore, those Counties should be considered differently from the Base Level of Service.

In addition, CVWMA may require the selected Contractor(s) to purchase, inventory, distribute and track 95-gallon carts for each ERU in any of the Participating Jurisdictions. The CVWMA shall dictate the design, color, labeling and manufacturer of any Recycling Container and shall have the final sign off before manufactured. Carts containing recycled or climate positive materials are preferred. Recycling Containers shall be delivered on a schedule mutually agreed upon by CVWMA and Contractor and authorized by the Participating Local Jurisdiction. Ongoing maintenance, repairs, removals and delivery of new and existing Carts should be included in the Base Level of Service regardless of who owns the Carts. Where the Contractor is responsible for the damage or loss of a Recycling Container, Contractor agrees to replace the Recycling Container at no cost to the CVWMA, the Participating Local Jurisdiction or the affected resident. The Contractor agrees to replace or repair any Recycling Container which becomes defective during the manufacturer's warranty period.

Offerors should be prepared to discuss plans and processes for tracking and inventorying Carts and set-out and participation in the Residential Recycling program.

5.3.4 Routes and Household Counts - Upon award of the Contract, the Contractor will be required to provide the collection routes that they intend to use to collect Recyclable Material by January

1, 2023. Every effort should be made to minimize changes to the current days of collection (see current route map in Exhibit A). Route maps must include the area to collect, the starting point of collection and the projected direction of travel. The days of collection must also be specified. All routing is subject to CVWMA approval. This information will need to be submitted to the CVWMA electronically using electronic software compatible with CVWMA software. Once established, collection days shall not be changed without the prior approval of CVWMA.

The CVWMA shall provide the selected Contractor(s) to the best of its ability house counts and addresses eligible for Recycling Collection Services by April 1, 2023 prior to the start of the Contract. CVWMA estimates providing Residential Recycling Services to the following number of eligible Single Family Residential Units by jurisdiction (please note jurisdiction specific information in Section 5.5) at the start of the Contract:

Jurisdiction	Estimated EDUs 2023
Town of Ashland	1,830
Chesterfield County *	72,000 *
City of Colonial Heights	6,750
Goochland County	2,000
Hanover County	5,000
Henrico County	90,250
City of Hopewell	8,600
City of Richmond	62,000
Prince George County **	3,350 **
City of Petersburg (potentially 7/1/2024)	11,000

*** Note: currently about 72,000 EDUs are Opted-In to the Program, participating and paying for the service. There are over 100,000 Single Family Residential Units in the County that are eligible to Opt-In to the program at any time during the term of the Contract. Offeror(s) should plan on providing a Subscription Service in Chesterfield County.**

**** Note: the County of Prince George does not currently participate, but is interested in potentially participating in the Residential Recycling Program. All Single Family Residential Units within the designated planning area (included on map in Exhibit A) would be eligible to Opt-In to the Program. There are approximately 6,700 eligible households; Estimated 50% signup. Offerors should plan on providing a Subscription Service in Prince George.**

Expansion Areas – During the term of any contract resulting from this RFP, CVWMA may add an area or areas to the existing Service Area. Offerors should plan to address in the proposal expansion criteria, to include density required for expansion and criteria for both contiguous and non-contiguous expansion areas.

5.3.5 Manner of Collection – Selected Contractor(s) shall perform Residential Recycling Services to ensure it creates a minimum of disruption to the neighborhood where Residential Recycling Services are provided. Currently, all Recyclable Material set out for collection, both in and outside the Recycling Container is collected by the Contractor. Offerors should plan to include in their proposal any deviation from this method of collection. Contractor(s) shall take measure to ensure that it leaves no obstruction to public right of ways, driveways or mailboxes when finished servicing at each EDU.

5.3.6 Hours of Collection - Residential Recycling Collection Service shall begin no earlier than 7:00 a.m. and cease before 7:00 p.m. Collection operations shall occur on Monday through Friday

except for those weeks affected by the holiday collection policy when collection operations shall occur on Saturday. The following holidays are designated as non-collection days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In any week in which one of these holidays falls on one of the regular collection days (i.e., Monday - Friday), collection service each day after the holiday will be delayed one day for the remainder of the week.

5.3.7 Collection Location and Alternate Location – Except as noted below, residents will place Carts with Recyclable Material at the curbside or in the alley on their scheduled collection day. Curbside refers to the area adjacent to paved or traveled roadways. Alley refers to the passageway between or behind EDUs.

Provision of service to Limited Access Units shall be determined on a case-by-case basis. CVWMA and Contractor shall cooperate in making this determination. Residential Recycling Services provided as a result of such a determination shall be made with no addition to the unit cost to the CVWMA or the resident. Front porch or alternate location collection of Recyclable Materials from an EDU shall be provided if all adult occupants residing therein require assistance and if a request for front porch or alternate location service has been made to and approved by the CVWMA. No additional monies shall be due to the Contractor for the provision of front porch or alternate location service.

5.3.8 Collection Vehicles – Selection and procurement of vehicles for the collection of Recyclable Materials shall be the responsibility of the selected Contractor(s). The Contractor(s) shall obtain and maintain an adequate number of vehicles to support the collection activities described herein. All collection vehicles shall be equipped with communication and electronic equipment to allow immediate contact and documentation of collection and participation information. All collection vehicles must be maintained in a safe and clean condition at all times. Collection vehicles shall have CVWMA's logo and telephone number, truck identification number and the name of the contractor clearly displayed. All collection vehicles shall be approved by CVWMA, except rentals which need to be identified by adequate signage. Offeror's should provide a list of anticipated collection vehicles by type.

All vehicles and other equipment shall be kept in proper repair and sanitary condition. At a minimum, each vehicle shall be equipped (minimum shovel and broom) to clean up any litter or material that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of Recyclable Materials or solid waste and to meet all applicable federal, state and local regulations. No vehicle shall be willfully overloaded. Each truck shall be equipped with a spill response kit to contain liquid spills of any materials from the truck. The kit shall include brooms and environmentally friendly vermiculate or similar absorbent material.

Offeror shall also provide a mechanism to the CVWMA that will track the collection vehicles while they are running a collection route. This may be accomplished with a GPS type system or other means to provide real time or near real time information electronically to the CVWMA.

5.3.9 Personnel – Selected Contractor(s) shall maintain an office within the CVWMA Service Area that has adequate staff and resources needed to carry out the requirements of the Contract and respond to CVWMA. Contractor shall employ and assign qualified personnel and/or subcontractors to perform all the services set forth herein. Contractor shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. Contractor's employees and subcontractors shall be required to wear a uniform bearing the name of the employee and the Contractor.

Contractor shall require all employees to conduct themselves in a courteous and helpful manner and refrain from using any loud or profane language. Contractor shall prohibit all employees and subcontractors from drinking or being under the influence of alcohol or illegal drugs while performing their duties under this Contract.

The Contractor shall designate an adequate number of responsible field services personnel and shall provide their contact information to the CVWMA. The supervisor(s) shall be present in the Service Area while crews are working and have radio or cellular communication with the Contractor's office. The Contractor shall provide CVWMA with an emergency phone number where supervisor or other designated employee of the Contractor can be reached outside of the required collection hours.

If Subcontractors are to be used to perform the Residential Recycling Services under a Contract resulting from this RFP, the subcontractors must be identified in the Offeror's proposal.

5.3.10 Contaminated Recycling Containers – If Recyclable Materials are contaminated through commingling with non-Recyclable Materials, the Contractor shall leave the Recycling Container unemptied and issue a written notice to the customer which contains instructions on the proper procedures for setting out Recyclable Materials. Said notification shall be designed or approved by the CVWMA and the cost of printing of said notices shall be borne by the Contractor(s).

Upon leaving a notice, the Contractor will then log the rejected Recyclable Container and/or non-Recyclable Material into the CVWMA's web-based Customer Service application including the address and specific reasons for non-collection. Rejection notices shall be entered into the CVWMA Customer Service application on the same day of the rejection notice is given to the EDU.

5.3.11 Performance Standards – Service-related communication received from EDUs will be logged by CVWMA into a web-based Customer Service Application. The selected Contractor(s) will have the ability to log into the Customer Service Application and will be required to monitor real-time during all hours of collection and respond to work orders as logged by CVWMA in a timely manner to avoid financial assessments defined in Section 6 Terms and Conditions herein.

Offeror shall include in its proposal, its Safety Plan to ensure overall safety of its employees and the public and compliance with OSHA and all federal, state and local laws, regulations and ordinances.

5.3.12 Spill Prevention and Response – Offerors should be prepared to include in their proposal and update annually its spill prevention and response plan. To prevent and control the introduction of non-storm water discharges and pollutants into the municipal storm sewer system (MS4) or directly into water bodies to the maximum extent practicable as required by federal and state law, the Contractor shall develop and implement a spill prevention and response plan. The plan must clearly identify ways to reduce the chance of spills, and train personnel responsible for spill prevention and response. The plan should also specify material handling procedures and storage requirements and ensure that clear and concise spill cleanup procedures are provided to each vehicle operator and crew.

The Contractor shall notify CVWMA immediately of any spill that occurs during collection and shall comply with all federal, state and local regulations/ordinances that govern illegal discharges and storm water protection and best management practices.

5.3.13 Reports – The Contractor will be required to submit to CVWMA daily, monthly and annual reports as detailed below:

Daily: At the end of each work day, Contractor shall close out all work orders with the appropriate response as to how the complaint/service request has been resolved. Contractor shall log into CVWMA's web based Customer Service Application rejected Recycling Containers that were not collected that day and indicate the reason why.

Monthly: At minimum, the Contractor shall include the following information in the monthly reports:

- Weights of Recyclable Material Collected by route and by jurisdiction
- Set-outs/participation by route and by jurisdiction – report should include number of addresses on each route where Recycling Containers were set out for collection.
- Marketing Report – shall report sales of processed Recyclable Materials by commodity, quantity (weight), where marketed, sales prices, and method, cost and date of shipment. The weight of any Residue disposed of and the percentage of the Residue compared to the total of Recyclable Materials collected for the month must also be reported.

Monthly reports shall be provided by the 10th of each month for the previous month.

Annual Reports – Contractor(s) shall provide annually:

- Information for the annual Virginia Recycling Rate Report as specified in 9VAC20-130-10et seq. upon request by CVWMA.
- Updated Safety Plan
- Updated Spill Prevention and Response Plan

5.4 Processing of Recyclable Materials - Selected Contractor(s) shall deliver all Recyclable Materials to an approved Material Recovery Facility (MRF). Contractor(s) shall supply all facilities, equipment, labor and other resources at the MRF necessary for the proper storage, processing and shipment of Recyclable Materials. The MRF shall meet all requirements of federal, state and local laws, ordinances, permits and regulations at all times.

The Contractor shall be required to collect, process and market only Recyclable Materials as defined by a Contract resulting from this procurement. Contractor(s) shall not intentionally dispose of Recyclable Material. Any material collected by the Contractor(s) that is non-Recyclable Material or Residue shall be disposed of at a properly permitted and compliant waste management facility at the Contractor(s) cost.

Offerors should include in their proposal and be prepared to discuss expectations regarding contamination in addition to planned efforts to reduce contamination levels.

5.4.1 Auditing of Recyclable Materials

The Contractor shall be required to audit the composition of incoming Recyclable Materials and outgoing residue. To complete this task, the CVWMA will require the Contractor to conduct an Inbound Material Sampling Audit on a semi-annual basis and a Full MRF Operational Audit annually.

The Inbound Material Sampling Audit will be limited to a manual sort of a few hundred pounds of material taken from the tipping floor. This may be done randomly or on selected routes of interest.

The Full MRF Operational Audit will require the MRF be cleared and set up to process Recyclable Material from the CVWMA Residential Recycling program only. This should be a full day of processing.

5.4.2 Marketing of Recyclable Materials

All Recyclable Materials collected pursuant to a resulting contract for Residential Recycling Services shall be sold for use as a raw material substitute or used in conformity with 9VAC20-130-10 et. seq. Virginia Solid Waste Planning and Recycling Regulations. Selected Contractor(s) shall provide CVWMA upon request end-markets where commodities are sold for recycling.

5.5 Jurisdiction Specific Curbside Recycling Services

5.5.1 Town of Ashland – Currently, approximately 1,700 homes are eligible for Residential Recycling Services in the Town. This service is expected to continue with minimal growth plans in Residential Units. Collection is provided from 95-Gallon Carts at each EDU, issued in January 2013. The Carts are owned by the current Contractor; therefore, each Offeror shall plan on providing Recycling Carts to each EDU at the start of the Contract or negotiating with the current Contractor. The Town also currently participates in a vendor provided recycling rewards program.

5.5.2 County of Chesterfield – In Chesterfield, there are currently about 72,000 EDUs that are opted in the program for Residential Recycling Services. The Contractor(s) awarded the Contract will be provided with a listing of Residential Units that are opted-in to the service by April 1, 2023. The Contractor awarded a Contract for Residential Recycling Services in Chesterfield County shall be required to collect on a Subscription-type basis from only EDUs that have opted-in to the program. This service should include billing and account management on an individual household basis. (See Cost Proposal Form).

Participating residents currently use 18-24 gallon bins, have purchased a CVWMA Cart (>11,000), or utilize their own rigid containers up to 95-gallons for storing and collection of Recyclable Materials. Offerors shall be prepared to deliver each participating EDU a 95-gallon cart for Recyclable Materials collected at the curb under a Contract resulting from this RFP. In addition, Offerors shall be required to deliver, remove, maintain and repair Carts throughout the term of the Contract.

5.5.3 City of Colonial Heights – Currently approximately 6,700 homes are eligible for Residential Recycling Services in the City. This service is expected to continue with minimal growth plans in Residential Units. Collection is provided from 95-Gallon Carts at each EDU, issued in July 2012. The Carts are owned by the current Contractor; therefore, each Offeror shall plan on providing Recycling Carts to each EDU at the start of the Contract or negotiating with the current Contractor. The City also currently participates in a vendor provided recycling rewards program.

5.5.4 County of Goochland – Curbside recycling is currently provided to over 1,800 homes in the eastern portions of Goochland County. Residents participate through their Home Owners Association (HOA) and each resident within the HOA is included in the program, regardless of participation. The HOA is billed annually in advance for each home in the HOA in order for that HOA to participate in the program for the upcoming year. It is anticipated that this will continue; however, the County may be interested in a Subscription service for its residents in the future.

Participating residents currently use 18-24 gallon bins, have purchased a CVWMA Cart (>320), or utilize their own rigid containers up to 95-gallons for storing and collection of Recyclable Materials. Offerors shall be prepared to deliver each participating EDU a 95-gallon cart for Recyclable Materials collected at the curb under a Contract resulting from this RFP. In addition, Offerors shall be required to deliver, remove, maintain and repair Carts throughout the term of the Contract.

5.5.5 County of Hanover – The current program includes approximately 4,000 homes, included in a Service District, which allows the County to bill each resident of the Service District for the service on the real estate tax bill. The number of eligible households could expand by increased participation in the Service District. It is anticipated that this will continue.

Participating residents currently use 18-24 gallon bins, have purchased a CVWMA Cart (>500), or utilize their own rigid containers up to 95-gallons for storing and collection of Recyclable Materials. Offerors shall be prepared to deliver each participating EDU a 95-gallon cart for Recyclable Materials collected at the curb under a Contract resulting from this RFP. In addition, Offerors shall be required to deliver, remove, maintain and repair Carts throughout the term of the Contract.

5.5.6 County of Henrico — In Henrico, there are approximately 86,000 Single Family Residential Units that are currently eligible for the program and by 2023 the number of Single Family Residential Units is estimated to be 90,250. Currently, the County pays for each EDU through general tax dollars; however, the County may be interested in a Subscription type service via a contract resulting from this RFP. If the County selects a Subscription option, the Contractor(s) awarded the Contract will be provided with a listing of Residential Units that are opted-in to the service by April 1, 2023.

Participating residents currently use 18-24 gallon bins, have purchased a CVWMA Cart (>8,100), or utilize their own rigid containers up to 95-gallons for storing and collection of Recyclable Materials. Offerors shall be prepared to deliver each participating EDU a 95-gallon cart for Recyclable Materials collected at the curb under a Contract resulting from this RFP. In addition, Offerors shall be required to deliver, remove, maintain and repair Carts throughout the term of the Contract.

5.5.7 City of Hopewell – Currently approximately 8,600 homes are eligible for Residential Recycling Services in the City. This service is expected to continue with minimal growth plans in Residential Units. Collection is provided from 95-Gallon Carts at each EDU, issued in July 2014. The Carts are owned by the City of Hopewell. Offeror shall be required to purchase replacement Carts, deliver, remove, maintain and repair Carts throughout the term of the Contract.

5.5.8 City of Richmond - Currently approximately 62,000 homes are eligible for Residential Recycling Services in the City. This service is expected to continue with some growth in Residential Units by July 1, 2023 (approximately 65,000 EDUs) and through the term of the Contract. Residents are billed for the service on the City's utility bill and currently all homes are considered in the program and must pay for the service. The City may be interested in a Subscription type service via a Contract resulting from this RFP. If the City selects a Subscription option, the Contractor(s) awarded the Contract will be provided with a listing of Residential Units that are opted-in to the service by April 1, 2023.

About 60% of collection in Richmond occurs in the alleys behind EDUs. Offeror shall be responsible for determining adequate vehicles and staffing to service alleys in the City in its response to this RFP. Collection days in the City of Richmond are coordinated on the same day of the week as the City's trash collection days, Monday through Thursday.

Collection is provided from 95-Gallon Carts at each EDU, issued in July/August 2015. The Carts are owned by the City of Richmond. Offeror shall be required to purchase replacement carts, deliver, remove, maintain and repair Carts throughout the term of the Contract. The City also currently participates in a vendor provided recycling rewards program.

5.5.9 City of Petersburg – The City of Petersburg’s contract for curbside recycling expires June 30, 2024 and may choose to join a Contract resulting from this RFP effective July 1, 2024. Currently curbside recycling is provided to about 11,000 homes and that service is expected to continue. Residents are billed for the service on the City’s utility bill and currently all homes are considered in the program and must pay for the service. The City may be interested in a Subscription type service via a Contract resulting from this RFP. If the City selects a Subscription option, the Contractor(s) awarded the Contract will be provided with a listing of Residential Units that are opted-in to the service by April 1, 2024.

Collection is provided from 95-Gallon Carts at each EDU, issued in March 2013. The Carts are owned by the current Contractor; therefore, each Offeror shall plan on providing Recycling Carts to each EDU at the start of the Contract or negotiating with the current Contractor.

5.5.10 County of Prince George – Prince George does not currently participate in a Residential Recycling program. Some residents in the suburban areas of the County may have service from a private vendor. The County is interested in providing this service to approximately 6,714 residents in the Planning Area, defined by the County, on a Subscription only basis. Contractor(s) awarded the Contract will be provided with a listing of Residential Units that are opted-in to the service by April 1, 2023.

Offeror shall be prepared to provide 95-gallon carts to residents that opt-in at the start of the program. Offeror shall be required to purchase, deliver, remove, maintain and repair Carts throughout the term of the Contract.

5.6 Drop-Off Processing and Marketing Services

5.6.1 Processing and Marketing Selected Contractor shall process and market Recyclable Material collected through the CVWMA Drop-Off Recycling Program if the collection contractor chooses to do so. Recyclable Material will be delivered to the Material Recovery Facility (MRF) mostly in a Single Stream. Offerors should also be prepared to accept source separated fiber (Mixed Paper and/or OCC) if needed and provide in their proposal costs and/or revenue for source separated Recyclable Material. All materials processed shall be sold for use as a raw material or used in conformity with 9VAC20-130-10 et seq, and as may be amended. More than 3,700 tons are collected through the Single Stream Roll-Off portion of the Drop-Off Recycling Program annually currently; however, there will be no guaranteed quantities under a resulting contract.

Contractor(s) shall supply all facilities, equipment, labor and other resources at the MRF necessary for the proper storage, processing and shipment of Recyclable Materials. The MRF shall meet all requirements of federal, state and local laws, ordinances, permits and regulations at all times.

The Contractor shall be required to collect, process and market only Recyclable Materials or subset of the Recyclable Materials as defined by a Contract resulting from this procurement. Contractor(s) shall not intentionally dispose or landfill Recyclable Material. Any material collected by the Contractor(s) that is non-Recyclable Material or Residue shall be disposed of at a properly permitted and compliant waste management facility at the Contractor(s) cost.

All Recyclable Materials received and processed pursuant to a resulting contract for Drop Off Recycling Processing and Marketing shall be sold for use as a raw material substitute or used in conformity with 9VAC20-130-10 et. seq, Virginia Solid Waste Planning and Recycling Regulations. Selected Contractor(s) shall provide CVWMA upon request end-markets where commodities are sold for recycling.

5.6.2 Subcontractors: If Subcontractors are to be used to perform processing and marketing services under a Contract resulting from this RFP, the subcontractors must be identified in the Offeror's proposal.

5.6.3 Reports The Contractor will be required to submit to CVWMA monthly and annual reports as detailed below:

Monthly: At minimum, the Contractor shall include the following information in the monthly reports:

- Weights of Recyclable Material Collected by jurisdiction, by site by date
- Marketing Report – shall report sales of processed Recyclable Materials by commodity, quantity (weight), where marketed, sales prices and method, cost and date of shipment. The weight of any Residue disposed of and the percentage of the Residue compared to the total of Recyclable Materials collected for the month must also be reported.

Monthly reports shall be provided by the 10th of each month for the previous month.

Annual Recycling Rate Report – Contractor(s) shall provide information for the annual Virginia Recycling Rate Report as specified in 9VAC20-130-10et seq. upon request by CVWMA.

5.6.4 Auditing of Recyclable Materials from CVWM Roll-off Program

The Contractor shall be required to audit the composition of incoming Recyclable Materials and outgoing residue. To complete this task, the CVWMA will require the Contractor to conduct an Inbound Material Sampling Audit on a semi-annual basis.

The Inbound Material Sampling Audit will be limited to a manual sort of a few hundred pounds of material taken from the tipping floor. Loads to be audited will be selected in consultation with the CVWMA.

5.7 Alternate Proposals and Value-Added Services:

5.7.1 Alternate proposals - may be submitted in addition to the base proposal, but the exception(s) to the base requirements must be clearly specified and price differentials made explicit. Price differentials and description should be included on the Cost Proposal Form. A detailed description of an alternate proposal should be included in the Offeror's Proposal.

Only minor exceptions to the base requirements will be considered as eligible alternates. For example, Offerors may submit alternate proposals that might include:

- An alternate method of managing/financing Recycling Containers
- Change in frequency of collection
- Relinquishing ownership of Recycling Carts

5.7.2 Value Added Proposals: Offerors are encouraged to submit their best proposal possible. Added services that are directly responsive to the base requirements may not require alternate proposals and exceptions to the base requirements if provided at no additional cost. "Value added" services may be considered eligible and reviewed favorably under the services and/or price evaluation criteria. However, these value-added services and/or costs for providing such services will not be the determining factor in CVWMA's analysis of the proposals. Examples of value-added services could include:

- Automated collection service
- Alternative, more efficient means of collecting and recycling Recyclable Materials

- Subcontracting Cart inventory, maintenance and replacement
- Implementation of alternative fuel vehicles
- Incentive program

SECTION 6 GENERAL CONTRACT TERMS AND CONDITIONS

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. *Alley* – refers to the passageway between or behind EDUs.
2. *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.
3. *Base Level of Service Fee* – shall include Bi-Weekly (every other week) collection of recyclables from 95-gallon carts from all households within the Cities of Colonial Heights, Hopewell, Petersburg and Richmond, the County of Henrico, the Town of Ashland and designated areas of the Counties of Goochland and Hanover, regardless of who owns the Carts, processing and marketing of Recyclable Material AND ongoing maintenance, repairs, removals and delivery of new and existing Carts.
4. *Bi-weekly Residential Recycling Collection Service* – shall mean the every other week collection of all Recyclable Materials, by the Contractor, from Eligible Dwelling Units in the Service Area that use Recycling Containers for the collection of Recyclable Materials and the delivery of those Recyclable Materials to a Materials Recovery Facility.
5. *Comix or Commingled Containers* – metal food and beverage cans (aluminum, "tin", steel and bi-metal); brown, green, blue and clear glass bottles and jars; cartons, including but not limited to milk, juice and soup cartons; plastic bottles, containers, tubs, lids and caps including those with the following labels: PET (#1), HDPE (#2), PVC (#3); LDPE (#4); PP (#5) PS (#6) plastic, non-foamed rigid containers and Other (#7) small household plastic containers.
6. *Contaminated Recyclable Materials* - shall mean foreign matter mixed with Recyclable Materials.
7. *Contract(s)* – shall mean the written document(s) and all amendments thereto, between the CVWMA and the selected Contractor(s) governing the provision of Residential Recycling Collection, Processing and Marketing Services and Drop-Off Processing and Marketing Services that shall result from this RFP; the Contractor's subsequent proposal and any subsequent addenda and correspondence; and the original Request for Proposals.
8. *Contractor(s)* - shall mean the individual(s), firm(s), partnership(s), joint venture(s), corporation(s), or association(s) performing Residential Recycling Collection, Processing and Marketing Services and Drop-Off Processing and Marketing Services under any Contract with the CVWMA resulting from this RFP.
9. *Cardboard or Old Corrugated Containers* - (*Cardboard or OCC*)– post-consumer corrugated cardboard packaging material.

10. *Curbside* – refers to the area adjacent to paved or traveled roadways.
11. *Disposal Fee* – shall mean the charge or cost to tip, dump, or otherwise dispose of a load of materials that are not Recyclable Materials such as Contaminated Recyclable Materials at a lawful Disposal Site.
12. *Disposal Site* – shall mean a refuse depository for the processing or final disposal of Refuse and Contaminated Recyclable Materials including but not limited to sanitary landfills, transfer stations, mass composting facilities, incinerators, and mixed waste processing separation centers, which are licensed, permitted or otherwise approved by all governmental bodies and agencies having jurisdiction.
13. *Dwelling Unit* – shall mean a Residential Unit or an Equivalent Residential Unit.
14. *Eligible Dwelling Unit (EDU) or Household* - shall mean a Residential Unit or Equivalent Residential Unit that the Participating Local Jurisdiction has designated for residential recycling services.
15. *Equivalent Residential Unit* – shall mean a Dwelling Unit located in an approved structure or residential complex other than that included in the definition of a Residential Unit or Single Family Residential Unit.
16. *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.
17. *Limited Access Unit* – shall mean an Eligible Dwelling Unit located on a private road or in such other circumstances where ingress and/or egress requires evaluation in order to determine if curbside collection of Recyclable Materials can occur.
18. *Materials Recovery Facility (MRF)* – shall mean a facility licensed, permitted or otherwise approved by all governmental bodies and agencies having jurisdiction, as required, that receives and processes Recyclable Materials and stores Recovered Materials prior to shipment to market.
19. *Member Jurisdictions* – shall mean the members of the CVWMA including the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and Prince George; the Cities of Colonial Heights, Hopewell, Petersburg, and Richmond; and the Town of Ashland.
20. *Monthly Dwelling Unit Count* – shall mean the total number of Dwelling Units eligible to receive Residential Recycling Collection, Processing and Marketing Services within the Service Area on the first Work Day of each month during the term of this Contract and any extensions thereto. The Monthly Dwelling Unit Count shall be presented separately for those Dwelling Units receiving Bi-weekly Residential Recycling Collection Service. Prior to the effective date of this Agreement, the Monthly Dwelling Unit Count shall be revised to reflect changes which occur between the date the Contract is executed by the parties and its effective date.
21. *Multi-Family Residential Units* – classification of housing where multiple separate housing units for residential inhabitants are contained within one building or several buildings within one complex. For purposes of this RFP, Multi-Family Residential Units that are logistically feasible

to collect Recyclable Material curbside or in the alley from an approved Recycling Container located at each unit are considered an Equivalent Residential Unit.

22. *Net Proceeds* – shall mean the total revenue to Contractor from the sale of Recovered Materials less the reasonable cost of freight to ship said materials to market.
23. *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 Residential Recycling Collection, Processing and Marketing Services.
24. *Opt-Ins* – those EDUs that sign up and choose to participate in Residential Recycling Services and pay for the services.
25. *Participating Local Jurisdictions or Participating Localities* - shall mean those CVWMA Member Jurisdictions that execute the Special Project Service Agreement for Residential Recycling and Processing Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
26. *Processing Center* - shall mean the Materials Recovery Facility utilized by Contractor.
27. *Recovered Materials* - shall mean Recyclable Materials that have been collected, separated and processed into marketable form.
28. *Recyclable Materials* - shall mean all Corrugated Cardboard, Newsprint and Residential Mixed Paper; metal food and beverage cans (aluminum, "tin", steel and bi-metal); brown, green, blue and clear glass bottles and jars; cartons, including but not limited to milk, juice and soup cartons; plastic bottles, containers, tubs, lids and caps including those with the following labels: PET (#1), HDPE (#2), PVC (#3); LDPE (#4); PP (#5) PS (#6) plastic, non-foamed rigid containers and Other (#7) small plastic household containers.
29. *Recycling Processing and Marketing Service* – shall mean the processing of Recyclable Materials into Recovered Materials and the marketing of said Recovered Materials.
30. *Recycling Container or Cart* – shall mean the receptacle used by Eligible Dwelling Units for the set-out of Recyclable Materials. Recycling Containers will be a 95-gallon receptacle, made of a minimum of 25 percent post-consumer recycled plastic and/or climate positive material, with wheels, a lid and bar necessary for tipping, provided to Eligible Dwelling Units or such other receptacle as may be mutually approved by the CVWMA and Contractor.
31. *Refuse* – shall mean all solid waste products having the character of solids rather than liquids and which are composed wholly or partially of materials such as garbage, trash, rubbish, litter, residues from clean-up of spills or contamination, or other discarded materials.
32. *Residential Mixed Paper* - shall mean newspapers, chipboard, corrugated, brown and white Kraft bags, carrier stock, colored paper stock, "junk mail", magazines, computer paper, envelopes, writing paper, phone books, paperback books, and any other materials if they are so designated by mutual consent between the CVWMA and Contractor. Residential Mixed Paper does not include: wax coated material, carbon paper, foil backed paper, hardback books and any other material if they are so designated by mutual consent between the CVWMA and Contractor.
33. *Residential Recycling Collection Services* – shall mean the provision of Bi-weekly Residential Recycling Collection Service as defined herein.
34. *Residential Unit or Single Family Residential Unit* – shall mean a structure, containing from one (1) to four (4) dwelling units within the structure (or more as requested by the Participating Local

Jurisdiction if such structure is determined by the Contractor to be serviceable), which forms an inhabitable unit (i.e. having facilities which are used or are intended to be used for living, sleeping, cooking and eating) for which the CVWMA directs Residential Recycling Collection Service to be provided.

35. *Residue* – shall mean materials collected by Contractor pursuant to this Contract which are not suitable for recycling, which are collected from an Eligible Dwelling Unit along with Recyclable Material and that are remaining after Recyclable Materials are processed for market. Residue DOES NOT include Hazardous Material or any waste products that may originate or be produced at the Material Recovery Facility.
36. *Roll-Off Container* – a dumpster characterized by a rectangular footprint, designed to collect 30-40 cubic yards of Recyclable Material to be transported by a special Roll-Off Truck/trailer or hooklift truck.
37. *Service Area* – shall mean that geographic area in which Residential Recycling Collection Service pursuant to this Contract are to be provided within boundaries established by the CVWMA and Participating Local Jurisdictions.
38. *Single Stream* – the system in which all Recyclable Materials are mixed during collection, with the Recyclable Materials being separated at the Material Recovery Facility and sorted by commodity into Recovered Materials for marketing.
39. *Special Project Service Agreement* – shall mean an agreement between the CVWMA and each Participating Local Jurisdiction specifying the terms and conditions under which the jurisdiction will participate in the program.
40. *Subscription Service* – For purposes of this RFP, Subscription Service shall mean providing service only to those Residential Units that have Opted-In and signed up for the Residential Recycling Services program.
41. *Trash* – shall mean combustible and noncombustible discarded materials and is used interchangeably with the term rubbish.
42. *Work Day* – shall mean any day Monday through Friday that is not a non-collection day, or Saturday in the event of a holiday week.

Term of Contract: The term of the contract will be for a ten (10) year period beginning on or about July 1, 2023 and ending on June 30, 2033. 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, 2033, that the contract may be extended for an additional period of two (2) five (5) year terms 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:

a. Failure to clear collection complaints by the end of the current work day when Contractor has been notified by CVWMA by 10:00 am or by the end of the subsequent work day when Contractor has been notified by the CVWMA after 10:00 am.	\$10.00 per Dwelling Unit for complaints not resolved by the end of the appropriate Work Day after notification by CVWMA. \$25.00 per Dwelling Unit for each subsequent Work Day.
b. Failure to clean up spillage caused by the Contractor.	\$100.00 per incident
c. Failure to assign and make available, in a timely manner, a qualified field supervisor as required by the Contract.	\$100 per Work Day
d. Failure to provide notification of non-compliance with the hours of operations specified by the Contract to the Contract Administrator.	\$100.00 per incident per day
e. Changing routes or route order without proper notification to CVWMA and Participating Local Jurisdictions.	\$100.00 per incident
f. Failure to deliver Recyclable Materials to an appropriate Material Recovery Facility.	\$1,000 per incident
g. Failure to deliver a Cart of Container as requested or repair a Cart as requested within 14 calendar days of the request.	\$25.00 per day per incident
h. Failure to collect recycling as scheduled from an alternate location ERU two cycles in a row.	\$250.00 per incident

Compensation for Services and Escalation Clause: Any more beneficial pricing structure proffered to a CVWMA member jurisdiction or other political body(ies) 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 may 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) as published by the U.S. Bureau of Labor Statistics for the most recent preceding twelve-month period.

Change of Law: If at any time during the term of the Contract the “Cost of Operation” (as defined below) increases over the “Base Period” (as defined below) as a direct result of changes in State or federal legislation, excluding changes in tax laws, which affect permit status or availability of the Contractor, the Contractor bears the increase in costs up to five percent (5%) per year, beyond that, it is negotiable. “Cost of Operation” means the cost of services under the Contract during the Base Period. “Base Period” means the six-month (6) period immediately preceding the onset of the financial impact of the new state or federal legislation. Before entering into price negotiations provided by this paragraph, and before selected a method of compliance that results in the increased Cost of Operation, the Contractor shall consult with and receive approval from the CVWMA of a plan and cost impact statement describing various alternative method of compliance with new State or federal legislation and justifying the selected method of compliance as the most appropriate alternative.

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

Title to Material: Title to, control of and responsibility of the Recyclable Materials collected pursuant to a resulting Contract shall vest to the Contractor at the time of collection from the Eligible Dwelling Unit. Title to, control of and responsibility of the Recyclable Materials prior to collection shall remain with the resident as long as it remains at the Eligible Dwelling Unit. Title to, control of and responsibility of the Recyclable Materials delivered to a Contractor from the CVWMA Drop Off Recycling Program shall vest to the Contractor upon receipt of the Recyclable Material. CVWMA shall not at any time obtain or retain title to any materials.

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

3. Comprehensive General Liability

Limits of Liability –

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

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

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

The Contract shall be subject to termination by the CVWMA at any time if said insurance is canceled by the issuing company or the insurance company is relieved from liability for any reason. Notice of cancellation must be provided to the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. This Contract will not be terminated if within five (5) working days of receipt of such notice, the Contractor files with the CVWMA a certificate evidencing similar insurance coverage to be effective for the balance of the Contract period.

Performance Bond: The Offeror shall be required, if awarded a Contract under this RFP, to furnish to the CVWMA, and keep current during the term of the Contract, including renewals if applicable, a performance bond for the faithful performance of the Contract and all obligations arising thereunder in an amount equal to at least one-million dollars (\$1,000,000). It shall be executed by a surety company licensed to do business in the Commonwealth of Virginia; having an “A-” or better rating by A. M. Best or Standard and Poor’s; and included on the list of surety companies approved by the Treasurer of the United States. The performance bond shall be in a form acceptable to the CVWMA covering the faithful, 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 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. 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 Contract.

Contractor Records: Records of the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor'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, the 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.

Termination: If the Contractor fails to perform in a satisfactory manner based on CVWMA's analysis or review, or fails to perform in accordance with the terms of the Contract or applicable federal, state and local laws, regulations and ordinances, the CVWMA shall have the right to demand, in writing, adequate assurance from the Contractor that the steps have been or are being taken to rectify the situation. Within ten(10) days of receipt of such a demand, the Contractor shall respond by stating the steps taken or to be taken to rectify the non-performance or non-compliance. If the Contractor has not performed or corrected the non-compliance in accordance with the terms of the Contract, or if, in the reasonable judgment of the CVWMA, the Contractor cannot or will not perform or rectify the non-compliance within thirty (30) days following receipt by CVWMA of such response, then CVWMA may send to the Contractor a written notice of termination, and this Contract shall terminate effective fifteen (15) days following the date of such notice of termination.

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

OFFEROR'S PROPOSAL
Residential Recycling Collection, Processing and Marketing and Drop-Off
Recycling Processing and Marketing

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 Residential Recycling Collection, Processing and Marketing and Drop Off Recycling Processing and Marketing Services (CVWMA RFP #21-02) 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

T

Contact Telephone

COST PROPOSAL FORM

Residential Recycling Collection, Processing and Marketing

Base Level of Service – The monthly per household fee should be based on the same level of service assuming the following:

- Bi-Weekly Collection at the Curb
- From 95-gallon Carts, regardless of who owns the Carts
- Ongoing maintenance, repairs, removals and delivery of new and existing Carts, regardless of who owns the Carts
- Recyclable Materials as defined herein
- Processing and Marketing of Recyclable Materials
- All Households within jurisdictions, except Chesterfield and Prince George Counties as noted below and only designated portions of Hanover and Goochland Counties as currently provided

Locality	Estimated #EDUs
Town of Ashland	1,830
City of Colonial Heights	6,750
Goochland County, portions of (designated areas)	2,000
Hanover County, portions of (designated areas)	5,000
Henrico County	90,250
City of Hopewell	8,600
City of Petersburg (potential start 7/1/24)	11,000
City of Richmond	62,000
Estimated Total EDUs for Base Level of Service	187,430

Proposed Base Level of Service Per Household Per Month	\$
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Added Level of Service per Jurisdiction:

Jurisdiction	Estimated # Homes	Base Level Fee (above)	Collection to Opt-Ins Only (1)	Bill & Manage Accounts (2)	Carts Provided by Contractor	Alley Collection (3)	Alternate Proposal/ Value Added Services (4)	Total Monthly Fee Per Locality
Ashland	1,830							
Chesterfield*	72,000							
Colonial Heights	6,750							
Goochland	2,000							
Hanover	5,000							
Henrico	90,250							
Hopewell	8,600							
Petersburg	11,000							
Prince George**	3,350							
Richmond	62,000							

Notes:

* 72,000 is an estimated number of Opt-Ins in Chesterfield County based on current participants (as of June 2020); this is not a guaranteed number and will fluctuate with residents opting in and opting out of the service prior to and during the term of the contract.

COST PROPOSAL FORM
Residential Recycling Collection, Processing and Marketing (Cont'd)

Notes (continued)

** Prince George County does not currently participate in the program; 6,700 is the estimated total homes in the defined planning area. Estimating 50% participation is 3,350.

- (1) Collection would be provided for each EDU Opted-in to participate in the program. CVWMA would provide a list of addresses to the Contractor at the beginning of each quarter that have opted in and are paying for the service. This would also include the Contractor delivering carts to new sign-ups and removing carts for residents who no longer wish to participate.
- (2) Contractor should be prepared to bill and manage residents signing up for the program and dropping out of the program. Billing can be as frequent as monthly or at the very least annually.
- (3) Approximately 6% of residential recycling is collected in alleys in the City of Richmond.
- (4) This column is reserved for any value-added services the Offeror wishes to offer for any or all Participating Local Jurisdictions. Details of value-added services, even if no cost should be explained in the Offeror's proposal and briefly below.

Provide details of Revenue Sharing proposed by the Offeror below:

Include Any Further Details and Explanations of Costs/Revenues:

COST PROPOSAL FORM
Drop Off Processing and Marketing

This form should include the Offeror’s Proposed Cost/Revenue Share to Process and Market Recyclable Material collected through the CVWMA Drop-Off Recycling Program as described in Section 5.6 of this RFP.

	Cost / Unit	Revenue Share/ Unit
Processing and Marketing – Single Stream Delivered		
Processing and Marketing – Source Separated OCC		
Processing and Marketing – Source Separated Mixed Paper		
Processing and Marketing – Commingled Containers		

Other Details and Explanations of Costs and Revenue Share Proposed:

NON-COLLUSION AFFIDAVIT OF OFFEROR

State of _____)

County of _____)

_____, being duly sworn, deposes and says that:

He/She is _____ (title) of _____
_____(Company Name) 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)

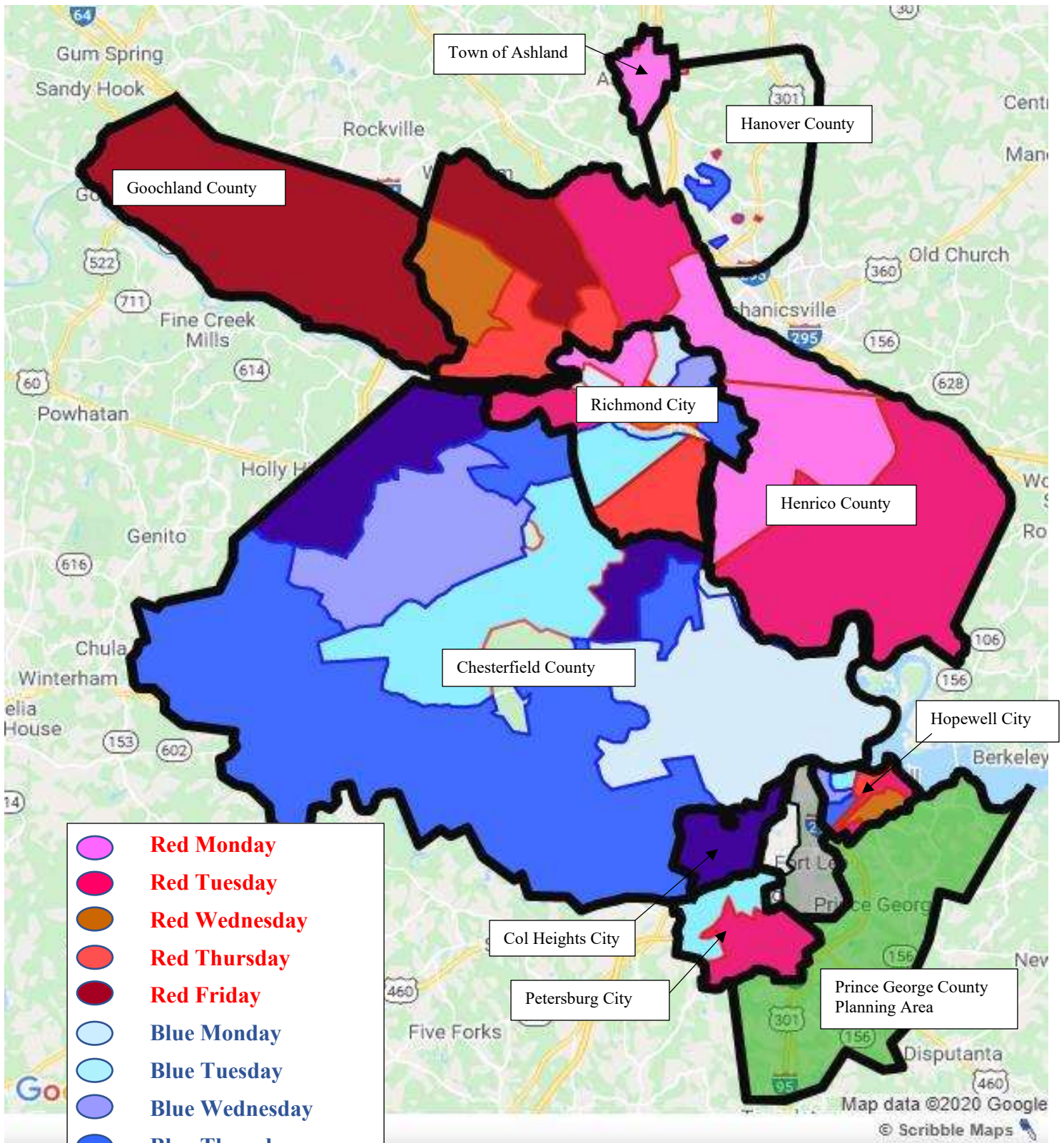
(Title)

Subscribed and sworn to before me this ____ day of _____, 20 ____.

Notary Public, State of

My Commission Expires: _____.

SECTION 8
Exhibit A: Map of Existing Residential Recycling Collection Days and Prince George County Planning Area



SECTION 9 OFFEROR'S SUBMITTAL CHECKLIST

All Offerors submitting a response to the CVWMA RFP #21-02 for Residential Recycling Collection, Processing and Marketing and Drop Off Recycling Processing and Marketing 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(s)
4. Non-Collusion Affidavit of Offeror
5. Certificates of Insurance or Evidence Thereof and Surety Commitment Letter
6. Most Recent Financial Statements
7. Other Information as required in the RFP

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

**Residential Recycling Collection, Processing and Marketing and Drop-Off
Recycling Processing and Marketing
Request for Proposals: RFP #21-02**

The Central Virginia Waste Management Authority (CVWMA) is seeking proposals for Residential Recycling Collection, Processing and Marketing and Drop Off Recycling Processing and Marketing Services within its service area. The contract(s) resulting from this Request for Proposals ((RFP) will be for a ten-year period beginning on or about July 1, 2023. Written proposals must be addressed to the CVWMA and received no later than 2:00 p.m., Friday, March 5, 2021. A copy of the full RFP is available at www.CVWMA.com or from the CVWMA, 2100 West Laburnum Avenue, Suite 105, Richmond, VA 23227. Additional information regarding this RFP may be obtained by contacting Rich Nolan, Director of Operations, (804) 612-0553 or rnolan@cvwma.com.