

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

Request for Proposals (RFP)

**MUNICIPAL SOLID WASTE (MSW) COLLECTION AND DISPOSAL
SERVICES**

for

**the Cities of Colonial Heights, Hopewell, Petersburg, and the Town of
Ashland**

CVWMA RFP #22-02

Issue Date: July 15, 2021

Proposal Due Date: August 31, 2021

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

**MUNICIPAL SOLID WASTE (MSW) COLLECTION AND DISPOSAL
SERVICES
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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 municipal solid waste collection and disposal for the Cities of Colonial Heights, Hopewell and Petersburg and the Town of Ashland.

A mandatory pre-proposal conference will be held on Wednesday, July 28, 2021 at 11:00am in the large conference room on the first floor of 2104 W. Laburnum Avenue, Richmond Virginia 23227. Any company, firm, partnership, or individual intending to respond to this RFP **MUST** attend the pre-proposal conference.

Offerors must submit to the CVWMA sealed responses (hereinafter “Response” or “Proposal”) to this Request for Proposals (“RFP”) for Residential Municipal Solid Waste (MSW) Collection and Disposal Services to be provided by the Offeror(s) in any one or multiple Participating Jurisdictions (Cities of Colonial Heights, Hopewell and Petersburg and/or the Town of Ashland). Proposals are due by **2:00 p.m. August 31, 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 to the CVWMA and its member jurisdictions in terms of the overall combination of quality, price and required service elements. Offerors may propose on providing the service to Participating Localities individually and/or collectively or a combination thereof. 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 July 15, 2021, 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 Water 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 purpose of this RFP are to provide municipal solid waste (MSW) collection and disposal services in the Cities of Colonial Heights, Hopewell and Petersburg and the Town of Ashland. Services need to begin in the City of Colonial Heights on or before July 1, 2022 and for the remaining jurisdictions on or before July 1, 2024. Proposals shall include residential MSW collection, including proper disposal of collected MSW, for the jurisdictions; provision and front-end load and roll-off containers and hauling and disposal services for specified public facilities in the jurisdictions.

The award(s) shall be based upon the quality of the submittal; the experience, background and ability of the Offeror to perform the required services; the cost to CVWMA and the Participating Jurisdictions; the overall quality of the services proposed; and the ability of the Offeror to satisfy all criteria set forth in this RFP. To this end, CVWMA has provided as much information as possible to all prospective Offerors to allow them to compute fair and reasonable cost proposals. However, it is the sole responsibility of the Offeror to calculate and be responsible for the prices quoted in its proposal.

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

Current Programs and Project Description

Residential Municipal Solid Waste (MSW) Collection and Disposal Services: Currently CVWMA provides residential MSW collection and disposal services to about 28,300 Equivalent Residential Units (ERUs) in 4 member jurisdictions (“Participating Jurisdictions” or “Participating Localities”). One contractor/vendor services all 4 Participating Jurisdictions currently. In addition to residential collection and disposal, the program includes provision of FEL and Roll-Off Containers for the collection, hauling and disposal of MSW from various public facilities in the Participating Localities.

In each Participating Locality, collection is provided to all Residential or Equivalent Residential Units (ERU), weekly and the current vendor is responsible for collection from the curb, some alleys or alternate locations (such as porch) and delivering the waste to a properly permitted solid waste facility. Current collection schedule is as follows:

Locality	Days of the week
Ashland	Mondays
Hopewell	Mondays/Tuesdays (Downtown Mon & Thurs)
Colonial Heights	Wednesdays
Petersburg	Thursdays/Fridays
Petersburg – Old Towne	MWF

Weekly collection is provided from 95-gallon carts, except in Colonial Heights where 68-gallon carts are currently used. In addition, the current vendor collects Routine Bulky Waste set out next to the Cart on each collection day. For the Town of Ashland and the Cities of Colonial Heights and Hopewell, Routine Bulky Waste is defined as *“the collection of an amount of Bulky Waste [large appliance, piece of furniture or other waste material from a residential source other than construction waste or non-household hazardous waste, that cannot be placed in a cart or container due to size] that does not exceed the quantity of material that could safely be placed in and transported by a full size pick-up truck.”* In the City of Petersburg, that limit is 10 cubic yards each collection day.

The table below provides pertinent information regarding the MSW collection program:

Locality	Current # of ERU	Cart Size	Bulky Waste Limit	Annual Volume (tons)
Ashland	1,769	95-gallon	Full size PU truck	1,465
Colonial Heights	6,922	68-gallon	Full size PU truck	7,530
Hopewell	8,547	95-gallon	Full size PU truck	9,910
Petersburg	11,036	95-gallon	10 cu yds	13,180
Totals	28,274			31,530

Collection and disposal is also provided in the Old Towne Petersburg area 3 times per week on Mondays, Wednesdays and Fridays. There are about 200 ERUs in the Old Towne area, included in the total number of ERUs in the table above.

IMPORTANT NOTE: *the City of Petersburg receives free disposal of waste collected in the City at Meridian Waste’s Tri-City Landfill and Transfer Station through the Host Agreement*

between the City of Petersburg and Meridian Waste. Therefore, a resulting contract for the City of Petersburg will be COLLECTION ONLY with delivery to Meridian Waste’s Tri-City Landfill and Transfer Station.

Roll-Off, Front End Load (FEL) and Litter Basket Services: In addition to residential collection and disposal, CVWMA provides roll-off, FEL and litter basket collection and disposal services to each Participating Jurisdiction. More detailed specific information regarding additional services can be found in the Scope of Services Section 5.

Locality	# of Litter Baskets	FEL Locations	Roll-off Sites
Ashland	12	2	0
Colonial Heights	12	14	2
Hopewell	18	23	2
Petersburg	32	13	On call

Project Description: In this RFP, it is the intent of the CVWMA and Participating Jurisdictions to continue the weekly collection of MSW from Equivalent Residential Units and to continue collection and disposal services from litter baskets in each of the Participating Localities’ downtown areas and FEL and roll-off collection of MSW from various public facilities, including convenience centers in each respective Participating Locality. More information and program statistics can be found at cvwma.com. Further description by Participating Locality can be found in Section 5.

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. Tuesday, August 31, 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 MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL 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., August 31, 2021. No Offeror may withdraw a proposal after this time unless otherwise allowed by the Virginia Public Procurement Act.
- 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 August 6, 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. August 25, 2021.

2. **Submittal and Execution of Proposal:** One (1) original proposal, one (1) hard copy and an electronic copy of the proposal must be submitted by the due date. Specifically, proposals must be typed or legibly printed in non-erasable ink. An electronic copy can be provided on a USB drive or emailed to rnolan@cvwma.com. 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 only or other electronic means other than stated herein are not acceptable. A PROPOSAL MAY NOT BE ALTERED BY THE OFFEROR AFTER THE PROPOSAL DEADLINE.
4. **Mandatory Preproposal Conference** - will be held on Wednesday, **July 28, 2021 at 11:00am** in the large first floor conference room located at 2104 W. Laburnum Avenue; Suite 105, Richmond VA 23227. Any company, firm, partnership, or individual intending to respond to this RFP **MUST** attend.
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 by end of the day Friday, August 20, 2021; 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 by Friday, August 20, 2021. 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

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 MSW Collection

and Disposal 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 no less than thirty (30) percent of the estimated annual cost of the resulting Contract(s). 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 30% of the estimated annual cost of the resulting Contract(s). 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	July 15, 2021
Mandatory Pre-Proposal Conference	July 28, 2021
Deadline for Offeror's Requests for Clarification	August 20, 2021
Issuance of addendum, if needed	August 25, 2021
Proposals Due	August 31, 2021
Interviews with Offerors	September 2021

Recommendation to CVWMA Board	October 15, 2021
Contract execution (Colonial Heights; others tentative)	by December 31, 2021
Contract commencement (Colonial Heights)	July 1, 2022
Contract commencement (Hopewell, Petersburg, Ashland)	by or before July 1, 2024

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 MSW collection and disposal 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 MSW collection and disposal, 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 MSW Collection and Disposal Experience: Offerors will be evaluated on the basis of their demonstrated experience in the collection of MSW and delivery to a properly permitted solid waste facility. 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 Municipal Solid Waste industry; and
- Experience in the successful operation of MSW collection and disposal 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 Disposal Proposal: The proposal shall describe the proposed collection and disposal of MSW as defined in Section 5 of this RFP. 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 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.

1.2.5 Safety Plan: The Offeror shall outline the elements of its safety plan for MSW Collection and Disposal Services 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.

1.2.6 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.

4. **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 MSW Collection and Disposal Services to eligible households and public facilities as defined in this RFP. Proposals may be submitted for the comprehensive MSW Collection and Disposal Services or portions thereof. The Offer 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 MSW Collection and Disposal Services or separate contracts deemed in the best interest of the Authority and Participating Local Jurisdictions that might include separating collection from disposal 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. 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 for the City of Colonial Heights will begin on or before July 1, 2022 and the initial term of a resulting Contract(s) for the Cities of Hopewell and Petersburg and the Town of Ashland will begin on or before July 1, 2024. The initial term will expire for all June 30, 2029; thus a seven (7) year period for Colonial Heights and a five (5) year term for Hopewell, Petersburg and Ashland. Beyond the initial term, the contract(s) may be extended for one (1) additional five (5)-year period 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. *Bags* - Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 pounds.
4. *Bulky Waste* - A large appliance, piece of furniture or other waste material from a residential source other than Construction Waste or non-Household Hazardous Waste, that cannot be placed in a cart or container due to size. Bagged leaves and/or grass clippings is considered Bulky Waste. If other Bulky Waste is placed at the curb, the bagged leaves/grass clippings are included in the calculation of the maximum to be collected. Bundled yard waste/brush shall be included in the calculation also.
5. *Bundle* – Yard Waste and garden trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length or seventy-five (75) lbs. in weight.
6. *Cart* – A receptacle with an approximate capacity of 68 or 95 gallons, having a hinged, tight fitting lid, 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 each ERU for MSW Collection.
7. *Construction Waste* – Waste produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings, and other structures as defined in 9 VAC 20-130-10 or as may hereafter be defined by the Virginia Department of Environmental Quality. Construction Waste include, but are not limited to, lumber, wire, sheetrock, broken brick,

shingles, glass, pipes, concrete, paving materials, metal and plastic if they are part of the construction material or empty containers for such material. Paint, coatings, solvents, asbestos-containing material, any liquid, compressed gasses or semi-liquids are not Construction Waste.

8. *Containers* – (a) Reusable Containers – Carts provided by Contractor or CVWMA. Personal reusable containers will not be collected by the Contractor. (b) Non-reusable Containers - See definition of Bags.
9. *Contract(s)* – shall mean the written document(s) and all amendments thereto, between the CVWMA and the selected Contractor(s) governing the provision of MSW Collection and Disposal Services that shall result from this RFP; the Contractor’s subsequent proposal and any subsequent addenda and correspondence; and the original Request for Proposals.
10. *Contractor(s)* - shall mean the individual(s), firm(s), partnership(s), joint venture(s), corporation(s), or association(s) performing MSW Collection and Disposal Services under any Contract with the CVWMA resulting from this RFP.
11. *Curbside* – refers to the area adjacent to paved or traveled roadways.
12. *Disposal Site* - A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary landfills, transfer stations, mass composting facilities, incinerators, and mixed waste processing separation centers, which are licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.
13. *Equivalent Residential Unit (ERU)* – A hotel, lodging house, restaurant, church, store, market, manufacturing plant, commercial establishment or other entity which receives residential type MSW collection and which is defined by the Participating Locality as equivalent to a Residential Unit for the purpose of Municipal Solid Waste collection.
14. *Garbage* – readily putrescible discarded materials composed of animal, vegetable or other organic matter as defined in 9 VAC 20-130-10.
15. *Hazardous Waste* – Waste designated as hazardous by Federal law or by regulation of the United States Environmental Protection Agency or the Virginia Department of Environmental Quality.
16. *Household Waste* – Any waste material, including Garbage, Trash and Refuse, derived from households as defined in 9 VAC 20-130-10, and shall not include Hazardous Waste as defined herein.
17. *Litter* - All waste material disposable packages or containers, but not including the wastes of the primary processes of mining, logging, farming, or manufacturing.
18. *Litter Baskets* – containers owned and maintained by a Participating Local Jurisdiction that are placed in public areas and used by the public for the deposit of litter. Bags for the baskets are to be provided by the Contractor.
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 Service Fee* - The amount charged by the Contractor to CVWMA per month for collection and disposal of municipal solid waste from a Residential or Equivalent Residential Unit.
21. *Municipal Solid Waste (MSW)* - Household Waste, Bulky Waste, Garbage, Rubbish, Trash, Litter

and/or Yard Waste.

22. *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 MSW Collection and Disposal Services.
23. *Old Towne Area* – shall mean that section of the City of Petersburg bounded on the west by Market St, on the south by Washington St, on the east by Madison St and on the north by the Appomattox River.
24. *Participating Local Jurisdictions or Participating Localities* - shall mean those CVWMA Member Jurisdictions that execute the Special Project Service Agreement for MSW Collection and Disposal Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
25. *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 as defined in 9 VAC 20-130-10 and shall not include Hazardous Waste as defined herein.
26. *Refuse Collection Vehicles* –trucks designed to collect and contain MSW from the curb of ERUs.
27. *Residential Unit* – a group of rooms located within a building and forming a single inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking and eating and other daily activities.
28. *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.
29. *Routine Bulky Waste Collection* – The collection of an amount of Bulky Waste to be collected on the regularly scheduled collection day at the same time as the Container(s). The limits of *Routine Bulky Waste* may vary by Participating Local Jurisdiction, however generally should not exceed the quantity of material that could safely be placed in and transported by a full size pick-up truck. Offerors shall provide alternative options for handling and collecting Bulky Waste, including Yard Waste.
30. *Rubbish* – Combustible or slowly putrescible discarded materials that include, but are not limited to, Yard Waste, printed matter, plastic and paper products, grass, rags and other combustible or slowly putrescible material not included under the term “Garbage” as defined in 9 VAC 20-130-10.
31. *Service Area* – shall mean that geographic area in which MSW Collection and Disposal Services pursuant to this Contract are to be provided within boundaries established by the CVWMA and Participating Local Jurisdictions.
32. *Special Bulky Waste Collection* – The collection of an amount of Bulky Waste that exceeds the quantity of material defined as *Routing Bulky Waste*.
33. *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.
34. *Trash* – Combustible and noncombustible discarded materials and is used interchangeably with the term Rubbish, Garbage, and Refuse.
35. *Yard Waste* - Prunings, grass clippings, weeds, leaves, brush, and general yard and garden wastes.

5.3 General Requirements – Residential MSW Collection and Disposal Services

Offerors shall provide MSW collection from Residential Units and Equivalent Residential Units (ERU) as herein described beginning in the City of Colonial Heights by or before July 1, 2022 with services provided to the Cities of Hopewell and Petersburg and the Town of Ashland to begin by or before July 1, 2024. Offerors must be prepared to provide services to all Participating Jurisdictions in their entirety should they need these services earlier.

5.3.2 Frequency of Collection – for purposes of this RFP, the frequency of collection from each ERU shall be weekly.

5.3.3 Containers – Currently, each ERU in the City of Colonial Heights is utilizing 68-gallon Carts and ERUs in Hopewell, Petersburg and Ashland are utilizing 95-gallon Carts for weekly collection of MSW. The current contractor owns the Carts in each of the Participating Jurisdictions. Offerors shall include in the proposal rates including 1) Contractor(s) purchasing and delivering new Carts to each ERU and 2) rates if the Participating Jurisdiction or CVWMA purchases and delivers the carts. Offerors should provide pricing alternatives, including amortization options and periods, for consideration.

Offerors should be prepared to provide ongoing maintenance, repairs removals and purchase and delivery of new and existing carts as part of Collection Services, regardless of who owns the Carts.

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 Carts and Containers and shall have the final sign off before manufacturing. Carts 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 Offeror’s proposal, regardless of who owns the Carts. Where the Contractor is responsible for the damage or loss of a Cart, Contractor agrees to replace the Cart at no cost to the CVWMA, the Participating Local Jurisdiction or the affected resident. The Contractor agrees to replace or repair any Carts which becomes defective during the manufacturer’s warranty period.

Offerors should be prepared to discuss plans and processes for tracking and inventorying Carts.

For information purposes, below is information on the number of carts delivered, replaced/repaired, additional carts and stolen or missing in Fiscal Year 2021:

SERVICE REQUEST	City of Hopewell	City of Petersburg	City of Colonial Heights	Town of Ashland
New Carts Delivered	243	227	54	68
Replacement/Repair	423	232	52	43
Additional Carts	26	18	96	13
Stolen/missing	98	105	21	23

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 MSW in Colonial Heights by May 1, 2022 and Hopewell, Petersburg and Ashland no later than May 1, 2024. Offerors should include in their proposal the plan for the number of collection days per week per locality. **Every effort should be made to minimize changes to the current days of collection.** 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 and shall be done using GPS software or similar technology. 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 MSW Collection Services by January 1, 2022 for Colonial Heights and January 1, 2024 for Hopewell, Petersburg and Ashland. CVWMA estimates providing MSW Collection Services to the following number of eligible Residential Units by jurisdiction (please note jurisdiction specific information in Section 5.5) at the start of the Contract:

Jurisdiction	Estimated ERUs
Town of Ashland	1,769
City of Colonial Heights	6,922
City of Hopewell	8,547
City of Petersburg	11,036 **

** includes approximately 200 ERUs in Old Towne collected three (3) times per week on Mondays, Wednesdays and Fridays.*

5.3.5 Manner of Collection – The selected Contractor(s) shall provide MSW Collection from ERUs weekly. It is the resident’s responsibility to see that Carts, Containers, Bags and/or Bundles are placed at the designated location (including Curbside, Alley or alternate location) by 7:00am on the designated collection day.

The Contractor may decline to collect any Cart, Container, Bag or Bundle improperly set out, as defined in the Definitions Section 5.2. Where the Contractor has reason to leave waste materials uncollected, the Contractor shall inform the resident by written notification and inform CVWMA of the address and reason for not collecting on the day of collection. Photographic or electronic evidence of the uncollected waste shall also be provided to the CVWMA. Once serviced, the Cart or Container shall be returned to the place where it was set out.

The determination of serviceability or cause of non-serviceability shall be made by the CVWMA in its sole discretion.

5.3.6 Bulky Waste Collections – Routine Bulky Waste Collections are currently made from residents as needed as part of the regular weekly provision of services. The amount of Bulky Waste that constitutes a Routine Bulky Waste Collection varies by Participating Jurisdictions (See Section 5.5). Routine Bulky Waste Collection shall be included as part of the specified service. Offerors may and are encouraged to propose alternative methods for collecting Routine Bulky Waste.

Special Bulky Waste Collections must be scheduled with the Contractor by CVWMA as requested and are subject to special pricing. Contractor shall notify CVWMA when the amount of Bulky Waste out for collection exceeds the limit of Routine Bulky Waste. Once requested, Special Bulky Waste Collections shall begin within three (3) working days of the request.

Should the frequency with which materials are set out for Routine Bulky Waste Collection at any ERU suggest that a Special Bulky Waste Collection is actually required, the Contractor shall notify CVWMA. The CVWMA and the Participating Locality will assess the situation and make a determination as to the type of Bulky Waste set out. If it is determined by CVWMA and the Participating Jurisdiction that the set out requires a Special Bulky Waste Collection, it will be

considered as such for purposes of service and billing. The final determination shall rest with CVWMA.

5.3.7 Collection Location and Alternate Location – Except as noted below, residents will place MSW 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. MSW Collection 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 MSW from an ERU 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.

5.3.8 Days and Hours of Collection – MSW 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. Collection Service occurring outside the days and hours denoted in this section shall have prior approval of the CVWMA.

5.3.9 Collection Vehicles – Selection and procurement of vehicles for the collection of MSW 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. Offerors 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 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. CVWMA reserves the right inspect the Contractor's collection vehicles and maintenance records at any time to ascertain sanitary condition and equipment.

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

Each collection vehicle shall be equipped, at a minimum, with the following:

- a. Two-way communications device;

- b. First aid kit;
- c. An approved fire extinguisher;
- d. Warning flashers;
- e. Warning alarms to indicate movement in reverse;
- f. Sign on the rear of vehicles which states “Vehicle Makes Frequent Stops;” and
- g. Spill kit to include absorbent material, broom and shovel

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.

5.3.10 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 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 MSW Collection Services under a Contract resulting from this RFP, the subcontractors must be identified in the Offeror’s proposal.

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.

5.4 Roll-Off, Front End Load and Litter Basket Services

In addition to residential MSW collection and disposal, the collection and disposal services from litter baskets in each of the Participating Localities' downtown areas and front end and roll-off collection of MSW from various public facilities, including convenience centers in each respective Participating Locality as defined in Section 5.5.

5.5 Jurisdiction Specific MSW Collection and Disposal

5.5.1 Town of Ashland – Currently, approximately 1,770 homes are eligible for MSW Collection and Disposal Services in the Town. This service is expected to continue with minimal growth plans in the number of Residential Units. Collection is provided currently from 95-Gallon Carts at each ERU weekly on Mondays. Routine Bulky Waste Collection is also included on the regular scheduled collection day. The current limits of *Routine Bulky Waste* is defined as the quantity of material that could safely be placed in and transported by a full size pick-up truck. The Carts are owned by the current Contractor; therefore, each Offeror shall plan on providing Carts to each ERU at the start of the Contract or negotiating with the current Contractor.

In addition, Cart service is provided for the following public facilities located in the Town (current collection and sizes and frequency are subject to change):

Location	Address	# of Carts	Frequency
Police Dept	601 England St	3	Weekly - M
Town Hall	101 Thompson St	4	Weekly - M
Visitor Center	112 N Railroad Ave	1	Weekly - M
Carter Park	1112 Maple St	6	Weekly - M
Ashland Skate Park	Randolph St (between England and Myrtle)	2	Weekly - M

Front-end loading (FEL) containers and collection as specified below shall also be provided for the following public facilities located in the City (current collection sizes and frequency are subject to change):

Location	Address	Capacity	Collection Frequency
Town Shop	101 Vaughan Road	6 cu yd	1x/week
Carter Park	1112 Maple St	6 cu yd	1x/week (seasonal)

The service to be provided shall also include weekly collection service to litter receptacles in the Town, including provision of liner bags. Currently the Town has 12 litter baskets.

5.5.2 City of Colonial Heights – Currently approximately 6,900 homes are eligible for MSW Collection and Disposal Services in the City. This service is expected to continue with minimal growth plans in Residential Units. Collection is provided from 68-Gallon Carts at each ERU, issued in July 2012. The Carts are owned by the current Contractor; therefore, each Offeror shall plan on providing Carts to each ERU at the start of the Contract or negotiating with the current

Contractor. Routine Bulky Waste Collection is also included on the regular scheduled collection day. The current limits of *Routine Bulky Waste* is defined as the quantity of material that could safely be placed in and transported by a full size pick-up truck.

Front-end loading (FEL) containers and collection as specified below shall also be provided for the following public facilities located in the City (current collection sizes and frequency are subject to change):

Location	Address	Capacity	Collection Frequency
Tussing Elementary*	5501 Conduit Rd	8 cu yd	5x/week
North Elementary*	3201 Dale Ave	8 cu yd	5x/week
Lakeview Elementary*	401 Taswell Ave	8 cu yd	5x/week
Voc Tech Bldg*	3451 Conduit Rd	8 cu yd	3x/week
Col Heights HS*	3600 Conduit Rd	8 cu yd	5x/week
Col Heights MS*	500 Conduit Rd	8 cu yd	5x/week
Courts Bldg	550 Boulevard	8 cu yd	1x/week
City Hall	201 James Ave	8 cu yd	2x/week
City Hall	201 James Ave	8 cu yd	1x/week
Public Safety Bldg	200 Roanoke Ave	8 cu yd	5x/week
Dunlop Farms FS	215 Dunlop Farms Blvd	4 cu yd	1x/week
Animal Shelter	301 Dimmock Pkwy	4 cu yd	1x/week
School Maintenance	2600 Woodlawn Ave	8 cu yd	3x/week
Chili Peppers Baseball	200 Roanoke Ave	8 cu yd	5x/week

* Collection at schools shall be provided after the school lunch period.

During the term of a resulting contract, there may be changes to the above list of sites for FEL service. Additionally, frequency and container size may be modified.

Litter Baskets: The service to be provided shall also include weekly collection service to litter receptacles in the City, including provision of liner bags. Currently the City has 12 litter baskets.

5.5.3 City of Hopewell – Currently approximately 8,600 ERUs are receiving Residential Recycling Services in the City. This service is expected to continue with minimal growth plans in Residential Units. Included in the Residential Recycling Services is the collection in the Downtown Hopewell area twice per week. Collection is provided from 95-Gallon Carts at each ERU, and includes old City of Hopewell issued Carts and about 4,000 Carts (Blue with a Yellow Lid) issued since the start of the current contract in July 2014. The old City Carts are owned by the City of Hopewell and any issued since July 2014 are owned by the current Contractor. Offeror may be required to replace Carts at each ERU and should provide that information in the proposal.

During the term of any resulting Contract, the Offer shall be prepared to purchase, assemble and deliver initial Carts to each ERU, purchase replacements, deliver, remove, maintain and repair Carts.

Routine Bulky Waste Collection is also included on the regular scheduled collection day. The current limits of *Routine Bulky Waste* is defined as the quantity of material that could safely be placed in and transported by a full size pick-up truck.

Convenience Center: Five (5) Roll-Off containers (approximately 30 cubic yards) are to be provided, maintained and emptied at the Hopewell Citizen Convenience Center located on Station Street.

Front-end loading (FEL) containers and collection as specified below shall also be provided for the following public facilities located in the City (current collection sizes and frequency are subject to change):

Location	Address	Capacity	Collection Frequency
Animal Shelter	507 Station St	2 cu yd	1x/week
City Garage	103 Hopewell St.	4 cu yd	1x/week
City Garage	103 Hopewell St.	8 cu yd	1x/week
Health Department	316 E Cawson St	6 cu yd	2x/week
Hopewell HS	400 S Mesa Dr	2 – 6 cu yd	2x/week
Hopewell HS	400 S Mesa Dr	2- 8 cu yd	3x/week and 5x/week
New Patrick Copeland ES	400 Westhill Rd	2- 8 cu yd	5x/week
City Hall	300 N Main St.	8 cu yd	3x/week
Dupont ES	300 S 18th Ave	2- 8 cu yd	5x/week
Woodlawn ES	1100 Dinwiddie Ave	8 cu yd	4x/week
Carter Woodson MS	1000 Winston Churchill Dr.	2 - 8 cu yd	3x/week
Fire Department #1	100 Hopewell St	4 cu yd	1x/week
Community Center	100 W City Point Rd	8 cu yd	1x/week
Harry R James ES	1807 Arlington Rd	8 cu yd	4x/week
Recreation Center	103 Hopewell St	6 cu yd	2x/week
New Courts Bldg	100 E Broadway	8 cu yd	1x/week
Mallonee Gym	103 N 12 th Ave	4 cu yd	2x/week
Merner Field	103 N 12 th Ave	4 cu yd	1x/week
Wastewater Plant	231 Hummel Ross Rd	8 cu yd	1x/week
Wastewater Plant	231 Hummel Ross Rd	8 cu yd	2x/week

Beacon Theatre	401 N Main St	8 cu yd	1x/week
City Building	201 W Poythress St	8 cu yd	1x/week
City Building	224 W Cawson St	8 cu yd	2x/week

* Collection at schools shall be provided after the school lunch period.

During the term of a resulting Contract, there may be changes to the above list of sites for FEL service. Additionally, frequency and container size may be modified.

Litter Baskets: The service to be provided shall also include weekly collection service to litter receptacles in the City, including provision of liner bags. Currently the City has 18 litter baskets.

5.5.4 City of Petersburg – Currently approximately 11,250 homes are eligible for MSW Collection and Disposal 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 ERU, issued in March 2013. The Carts are owned by the current Contractor; therefore, each Offeror shall plan on providing Carts to each ERU at the start of the Contract or negotiating with the current Contractor.

Routine Bulky Waste Collection is also included on the regular scheduled collection day. The current limits of *Routine Bulky Waste* is defined as no more than 10 cubic yards.

Old Towne Petersburg: MSW collection services shall be provided to residential units and ERUs in the Old Towne area (bound on the west by Market Street, on the south by Washington St, on the east by Madison St and on the north by the Appomattox River). Collection of MSW shall be made by the Contractor three (3) times per week in the Old Towne area on Mondays, Wednesdays and Fridays. There are approximately 200 ERUs. Routine Bulky Waste collection is also included as part of this specified service.

This service is **collection ONLY**. Offerors shall plan on collecting MSW from each ERU and delivering to *Meridian Waste's Tri-City Landfill/Transfer Station located at 390 Industrial Drive, Petersburg VA 23803*.

Front-end loading (FEL) containers and collection as specified below shall also be provided for the following public facilities located in the City (current collection sizes and frequency are subject to change):

Location	Address	Capacity	Collection Frequency
Animal Shelter	1600 Johnson Rd	8 cu yd	1x/week
Fire Dept. Training Ctr	1151 Fort Bross Dr.	4 cu yd	1x/week
Fire Station #3	1320 Farmer St	8 cu yd	1x/week
Fire Station #5	3321 Johnson Rd	8 cu yd	1x/week
PAT Garage	309 Fairgrounds Rd	8 cu yd	2x/week
Petersburg Sports Complex	100 Ballpark Rd	2 – 8 cu yd	1x/week

Main Pumping Station	262 Joseph Jenkins Roberts St	2 cu yd	1x/week
Union Station	109 River St	4 cu yd	1x/week
Public Library	201 W Washington St	8 cu yd	1x/week
Pin Oaks	37 Slagle Ave	8 cu yd	3x/week
Pecan Acres	433 Pecan St	8 cu yd	3x/week
Social Services	3811 Corporate Rd	8 cu yd	2x/week
Poor Creek Pump Station		2 4 cu yd	On -call
Utilities Department	1340 E Washington St	8 cu yd	1x/week

During the term of a resulting Contract, there may be changes to the above list of sites for FEL service. Additionally, frequency and container size may be modified.

Convenience Center: The Offeror will also provide, maintain and service 40 cubic yard open top containers at site(s) to be determined periodically or permanently for City residents to utilize for self-disposal of trash.

Litter Baskets: The service to be provided shall also include weekly collection service to litter receptacles in the Old Towne area of the City, including provision of liner bags. Currently the City has 32 litter baskets.

5.6 Disposal Site: The Disposal Site to be used under a resulting Contract for Colonial Heights, Hopewell and Ashland shall be identified by the Offeror in their response to this RFP. *MSW collected in the City of Petersburg shall be disposed at Meridian Waste's Tri-City Landfill/Transfer Station located at 390 Industrial Drive, Petersburg VA, free of charge.* Contractor shall be totally responsible for all equipment while operated on any Disposal Site.

5.7 Subcontractors: If Subcontractors are to be used to perform any portions of a Contract resulting from this RFP, the subcontractors must be identified in the Offeror's proposal.

5.8 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 MSW Containers that were not collected that day and indicate the reason why.

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

- Weights of MSW Collected by route and by jurisdiction
- Number of loads of residential MSW
- Current count of Carts by size and collection frequency
- List of facilities used for Disposal;
- Log of resident address where 'education tags' or 'rejection notices' were left because the MSW was not prepared properly.

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

Annual Reports – Contractor(s) shall provide annually:

- Updated Safety Plan
- Updated Spill Prevention and Response Plan
- Recommendations for program improvement during the remainder of the Contract.

5.9 Value Added Proposals: Offerors are encouraged to submit their best proposal possible. Added or alternative 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 collection and disposal
- Subcontracting Cart inventory, maintenance and replacement
- Implementation of alternative fuel vehicles
- Alternative bulky waste collection
- Volume based services

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. *Bags* - Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 pounds.
4. *Bulky Waste* - A large appliance, piece of furniture or other waste material from a residential source other than Construction Waste or non-Household Hazardous Waste, that cannot be placed in a cart or container due to size. Bagged leaves and/or grass clippings is considered Bulky Waste. If other Bulky Waste is placed at the curb, the bagged leaves/grass clippings are included in the calculation of the maximum to be collected. Bundled yard waste/brush shall be included in the calculation also.
5. *Bundle* – Yard Waste and garden trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length or seventy-five (75) lbs. in weight.
6. *Cart* – A receptacle with an approximate capacity of 68 or 95 gallons, having a hinged, tight fitting lid, 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 each ERU for MSW Collection.
7. *Construction Waste* – Waste produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings, and other structures as defined in 9 VAC 20-130-10 or as may hereafter be defined by the Virginia Department of Environmental Quality. Construction Waste include, but are not limited to, lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, paving materials, metal and plastic if they are part of the construction material or empty containers for such material. Paint, coatings, solvents, asbestos-containing material, any liquid, compressed gasses or semi-liquids are not Construction Waste.
8. *Containers* – (a) Reusable Containers – Carts provided by Contractor or CVWMA. Personal reusable containers will not be collected by the Contractor. (b) Non-reusable Containers - See definition of Bags.
9. *Contract(s)* – shall mean the written document(s) and all amendments thereto, between the CVWMA and the selected Contractor(s) governing the provision of MSW Collection and

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

10. *Contractor(s)* - shall mean the individual(s), firm(s), partnership(s), joint venture(s), corporation(s), or association(s) performing MSW Collection and Disposal Services under any Contract with the CVWMA resulting from this RFP.
11. *Curbside* – refers to the area adjacent to paved or traveled roadways.
12. *Disposal Site* - A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary landfills, transfer stations, mass composting facilities, incinerators, and mixed waste processing separation centers, which are licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.
13. *Equivalent Residential Unit (ERU)* – A hotel, lodging house, restaurant, church, store, market, manufacturing plant, commercial establishment or other entity which receives residential type MSW collection and which is defined by the Participating Locality as equivalent to a Residential Unit for the purpose of Municipal Solid Waste collection.
14. *Force Majeure* – shall mean any cause beyond the reasonable control of the party whose performance under this Contract is adversely affected, included 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.
15. *Garbage* – readily putrescible discarded materials composed of animal, vegetable or other organic matter as defined in 9 VAC 20-130-10.
16. *Hazardous Waste* – Waste designated as hazardous by Federal law or by regulation of the United States Environmental Protection Agency or the Virginia Department of Environmental Quality.
17. *Household Waste* – Any waste material, including Garbage, Trash and Refuse, derived from households as defined in 9 VAC 20-130-10, and shall not include Hazardous Waste as defined herein.
18. *Litter* - All waste material disposable packages or containers, but not including the wastes of the primary processes of mining, logging, farming, or manufacturing.
19. *Litter Baskets* – containers owned and maintained by a Participating Local Jurisdiction that are placed in public areas and used by the public for the deposit of litter. Bags for the baskets are to be provided by the Contractor.
20. *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.
21. *Monthly Service Fee* - The amount charged by the Contractor to CVWMA per month for collection and disposal of municipal solid waste from a Residential or Equivalent Residential Unit.
22. *Municipal Solid Waste (MSW)* - Household Waste, Bulky Waste, Garbage, Rubbish, Trash, Litter and/or Yard Waste.
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 MSW Collection and Disposal Services.

24. *Old Towne Area* – shall mean that section of the City of Petersburg bounded on the west by Market St, on the south by Washington St, on the east by Madison St and on the north by the Appomattox River.
25. *Participating Local Jurisdictions or Participating Localities* - shall mean those CVWMA Member Jurisdictions that execute the Special Project Service Agreement for MSW Collection and Disposal Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
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 as defined in 9 VAC 20-130-10 and shall not include Hazardous Waste as defined herein.
27. *Refuse Collection Vehicles* –trucks designed to collect and contain MSW from the curb of ERUs.
28. *Residential Unit* – a group of rooms located within a building and forming a single inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking and eating and other daily activities.
29. *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 hook lift truck.
30. *Routine Bulky Waste Collection* – The collection of an amount of Bulky Waste to be collected on the regularly scheduled collection day at the same time as the Container(s). The limits of *Routine Bulky Waste* may vary by Participating Local Jurisdiction, however generally should not exceed the quantity of material that could safely be placed in and transported by a full size pick-up truck. Offerors shall provide alternative options for handling and collecting Bulky Waste, including Yard Waste.
31. *Rubbish* – Combustible or slowly putrescible discarded materials that include, but are not limited to, Yard Waste, printed matter, plastic and paper products, grass, rags and other combustible or slowly putrescible material not included under the term “Garbage” as defined in 9 VAC 20-130-10.
32. *Service Area* – shall mean that geographic area in which MSW Collection and Disposal Services pursuant to this Contract are to be provided within boundaries established by the CVWMA and Participating Local Jurisdictions.
33. *Special Bulky Waste Collection* – The collection of an amount of Bulky Waste that exceeds the quantity of material defined as *Routine Bulky Waste*.
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. *Trash* – Combustible and noncombustible discarded materials and is used interchangeably with the term Rubbish, Garbage, and Refuse.
36. *Work Day* – shall mean any day Monday through Friday that is not a non-collection day, or a Saturday in the event of a holiday week.
37. *Yard Waste* - Prunings, grass clippings, weeds, leaves, brush, and general yard and garden wastes.

Term of Contract: The terms of the resulting Contract for the City of Colonial Heights will be for a seven (7) year period beginning on or by July 1, 2022 and ending June 30, 2029. The terms of a resulting Contract(s) for the Town of Ashland and the Cities of Hopewell and Petersburg will be for a five (5) year period beginning on or before July 1, 2024 through June 30, 2029. Beyond the initial term(s), the Contract(s) may be extended for one (1) additional five (5)-year period by mutual consent. 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 workday when Contractor has been notified by CVWMA by 12:00 pm or by the end of the subsequent workday when Contractor has been notified by the CVWMA after 12:00 pm.	\$25.00 per ERU for complaints not resolved by the end of the appropriate Work Day after notification by CVWMA. \$50.00 per ERU for each subsequent Work Day.
b. Failure to properly contain or clean up spillage including motor oil, hydraulic oil, contaminated water, and other contaminants caused by the Contractor (this does not include potential jurisdiction fines or costs incurred by others to clean up spills).	\$1,500.00 per incident
c. Failure to notify the CVWMA and/or the Participating Member Jurisdiction of spillage of any contaminant from Contractor collection vehicle within 1 hour of incident.	\$1,000.00 per incident
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 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
g. Failure to collect MSW 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 MSW collected pursuant to a resulting Contract shall vest to the Contractor at the time of collection from the ERU. Title to, control of and responsibility of the MSW prior to collection shall remain with the resident as long as it remains at the Residential Unit. Title to, control of and responsibility of the MSW collected from a Participating Locality site via FEL or Roll-Off shall vest to the Contractor upon collection of the MSW. 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 30% of the estimated annual cost of the resulting Contract(s). 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 perform 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 all Disposal Sites 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 ten (10) working days following such notice, the defaulting party shall correct the default; or in the event of a default by Contractor not capable of being corrected within ten (10) working days as determined by CVWMA, the defaulting party shall commence correcting the default within ten (10) working days of the receipt of notification thereof, and shall thereafter correct the default within thirty (30) days. CVWMA has 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
MSW Collection and Disposal Services

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

Subject: Proposal of _____ (AN INDIVIDUAL/ PARTNERSHIP/ CORPORATION, A LIMITED LIABILITY COMPANY OR OTHER LEGAL ENTITY) licensed to do business in the Commonwealth of Virginia

The undersigned, having carefully read and considered the terms and conditions of the Contract Documents for MSW Collection and Disposal Services (CVWMA RFP #22-02) 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

Contact Telephone

COST PROPOSAL FORM MSW Collection and Disposal Services

Residential MSW Collection and Disposal

The monthly per household MSW Collection and MSW Collection and Disposal fee should be based on and assume the following:

- Weekly MSW Collection at the Curb
- From 95-gallon Carts, regardless of who owns the Carts
- Ongoing purchase, maintenance, repairs, removals and delivery of new and existing Carts, regardless of who owns the Carts
- Disposal at a properly permitted and compliant disposal facility (Petersburg MSW must be delivered to Meridian Waste’s Tri-City Landfill/Transfer Station)
- Routine Bulky Waste Collection

Participating Jurisdiction	Estimated # homes	MSW Collection(only)	MSW Collection (including disposal)	Carts Provided by Contractor	Alt Proposal/ Value Added Services (1)	Total Monthly Fee
Ashland	1,769					
Colonial Heights	6,922					
Hopewell (includes Downtown 2x/wk)	8,547					
Petersburg (includes Old Towne 3x/wk) (2)	11,036					

Other Services	Cost	Unit
Roll-Off Container Hauling (including container rental)		Per Haul
Disposal		Per Ton
Special Bulky Waste Pick Up		Per Collection

- (1) This column is reserved for any value-added services the Offeror wishes to offer for any or all of the Participating Local Jurisdictions. Details of value-added service, even if no cost should be explained in the proposal and/or briefly below.
- (2) MSW collected in Petersburg shall be delivered to the Meridian Landfill/Transfer Station in Petersburg free of charge.

Other Offers, Details and Explanations:

COST PROPOSAL FORM (cont'd)
MSW Collection and Disposal Services

**Inclusive monthly cost for MSW collection and disposal in Front End Loading (FEL)
Containers**

	2 Cubic Yd	4 Cubic Yard	6 Cubic Yard	8 Cubic Yard
Monthly Cost - 1 Collection per Week				
Monthly Cost - 2 Collections per Week				
Monthly Cost - 3 Collections per Week				
Monthly Cost - 4 Collections per Week				
Monthly Cost - 5 Collections per Week				

Include Any Other Alternatives, Details and Explanations

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 OFFEROR'S SUBMITTAL CHECKLIST

All Offerors submitting a response to the CVWMA RFP #22-02 for MSW Collection and Disposal 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, One (1) Copy and an Electronic Copy 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**

**MSW Collection and Disposal
Request for Proposals: RFP #22-02**

The Central Virginia Waste Management Authority (CVWMA) is seeking proposals for MSW Collection and Disposal Services in the Cities of Colonial Heights, Hopewell and Petersburg and the Town of Ashland. The Contract(s) resulting from this Request for Proposals (RFP) will begin on or by July 1, 2022 in the City of Colonial Heights and on or by July 1, 2024 for the Hopewell, Petersburg and Ashland, the initial term to end June 30, 2029. Written proposals must be addressed to the CVWMA and received no later than 2:00 p.m., Tuesday, August 31, 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.