

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

Request for Proposals (RFP)

SOLID WASTE TRANSPORTING AND DISPOSAL SERVICES

CVWMA RFP # 22-01

Issue Date: July 9, 2021

Proposal Due Date: August 13, 2021

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

SOLID WASTE TRANSPORTING 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 solid waste transportation and disposal services for Solid Waste from Convenience Centers in the CVWMA Solid Waste system.

A mandatory pre-proposal conference will be held on Tuesday, July 27, 2021 at 11:00am in the CVWMA offices at 2100 W Laburnum Ave, Suite 105, Richmond VA 23227. Any company, firm, partnership, or individual intending to respond to this RFP **MUST** attend.

Offerors must submit to the CVWMA sealed responses (hereinafter “Response” or “Proposal”) to this Request for Proposals (“RFP”) for Solid Waste Transporting and Disposal Services to be provided by the Offeror(s) in any one or multiple Member Jurisdictions. Proposals are due by 2:00 p.m. August 13, 2021. Responses must be received at the CVWMA Administrative Offices, 2100 W. Laburnum Avenue Suite 105, Richmond VA 23227. An Offeror may be an individual, partnership, corporation, limited liability company, or other legal entity. Certain other terms are defined in Section 5 and 6 of this RFP. Please refer to these definitions while preparing your response.

The CVWMA reserves the right to award one or more contract(s) for the requested services to the Offeror or Offerors submitting the most responsive proposal(s) based on the best value of the CVWMA and its member jurisdictions in terms of the overall combination of quality, price and required service elements. See Section 5 Scope of Services for more information.

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

Copies of the RFP will be made available online at www.cvwma.com and daily from 9:00 a.m. to 4:00 p.m. beginning July 9, 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 over 1.2 million.

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

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

Summary of Intent:

The Central Virginia Waste Management Authority (CVWMA) is seeking proposals from qualified firms for Transporting and Disposal Services to be provided beginning on or about July 1, 2023, by the selected Offeror(s) at the sites identified in this RFP. Proposals shall include Solid Waste Transporting and Disposal for the waste collected from each identified site; provision and service of equipment for specified facilities; and any other identified site modifications, upgrades or improvements identified at the various sites.

CVWMA's intent and the purpose of this RFP are to provide the highest quality Solid Waste Transporting and Disposal Services to the Participating Local Jurisdictions. CVWMA intends to select an Offeror or Offerors to this RFP to fulfill this purpose. The award(s) shall be based upon the quality of the submittal; the experience, background and ability of the Offeror or Offerors to perform the required services; the cost to CVWMA and the Participating Local Jurisdiction; the overall quality of the services proposed; and the ability of the Offeror or Offerors 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.

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

General Description of Current Programs:

County of Chesterfield:

- Northern Area Convenience Center: 3200 Warbro Rd.
 - Solid Waste is dumped over a wall into 125 cu-yd open-top trailers
 - Loads are tamped with a front-end loader to assure maximum legal weights
 - Thirteen (13) 125 cu-yd open-top trailers owned by the County are used to transport municipal solid waste
 - Three-month average (first quarter CY 2021) for the center are:
 - 1,255.66 tons per month
- Southern Area Convenience Center: 6700 Landfill Rd.
 - Solid Waste is dumped over a wall into 40 yard open-top roll-offs
 - Loads are tamped to assure maximum weights
 - Thirty-six (36) 40 cu-yd Roll-offs owned by the County
 - Three-month average (first quarter CY 2021) for the center are:
 - 1,134.88 tons per month

County of Goochland:

- Central Convenience Center: 1908 Hidden Rock Ln.
 - Solid Waste dumped over wall into compactor hopper or into 40 cu-yd open-top roll-off box
 - Loads are tamped to assure maximum weights
 - Two (2) Marathon RJ 575 Compactors and feed hoppers
 - Phase Convertor
 - Four (4) 40 cu-yd open top roll-offs (1 at wall)
 - Three-month averages (first quarter CY 2021) for the center are:
 - 487.62 tons per month
 - 61 compactor box switches and open-top roll-off switches per month
- Western Convenience Center: 3455 Hadensville-Fife Rd.
 - Solid Waste dumped over wall into compactor hopper or into 40 cu-yd open-top roll-off box
 - Loads are tamped to assure maximum weights
 - Two (2) Marathon RJ 450 Compactors and feed hoppers and one (1) spare compactor box
 - Phase convertor
 - Four (4) 40 cu-yd open-top roll-offs (1 at wall)
 - Three-month averages (first quarter CY 2021) for the center are:

- 192.99 tons per month
- 27 compactor box switches and open-top roll-off switches per month

County of New Kent:

- Route 618 Convenience Center: 6301 Olivet Church Rd.
 - Solid Waste dumped into hopper for ground level compactor or over wall into compactor hopper or into 40 cu-yd open-top roll-off box
 - Two (2) Marathon RJ 450 Compactors over wall with feed hoppers and ground level compactor
 - One ground level Marathon RJ 225 compactor
 - Three phase power convertors
 - Four (4) 40 cu-yd open-top roll-offs
 - Three-month averages (first quarter CY 2021) for the center are:
 - 253.76 tons per month
 - 61 compactor box switches and open-top roll-off switches per month
- Route 612 Convenience Center: 7050 Airport Rd.
 - Solid Waste dumped into hopper for 2 ground level compactors or into ground level 40 cu-yd open-top roll-off box
 - Two (2) Marathon RJ 225 Compactors with feed hoppers
 - Single phase convertors
 - One (1) 40 cu-yd open-top roll-off
 - Three-month averages (last quarter CY 2021) for the center are:
 - 158.14 tons per month
 - 22 compactor box switches and open-top roll-off switches per month
- Route 634 Convenience Center: 17120 Polishtown Rd.
 - Solid Waste dumped into hopper for ground level compactors or into ground level 40 cu-yd open-top roll-off box
 - One (1) Marathon 225 Compactor with feed hopper
 - One (1) 40 cu-yd open-top roll-off
 - Three-month averages (first quarter CY 2021) for the center are:
 - 55.90 tons per month
 - 8 compactor box switches and open-top roll-off switches per month
- Route 647 Convenience Center: 12400 Old Telegraph Rd.
 - Solid Waste dumped into hopper for ground level compactors or into ground level 40 cu-yd open-top roll-off box
 - One (1) Marathon 225 Compactor with feed hopper

- One (1) 40 cu-yd roll-off
- Three-month averages (last quarter CY 2011) for the center are:
 - 46.5 tons per month
 - 5 40-yd compactor box switches and open-top roll-off switches per month

County of Powhatan:

- Convenience Center: 2407 Mitchell Rd.
 - Solid Waste dumped over wall into compactor hopper or into 40 cu-yd roll-off box
 - Loads are tamped to assure maximum weights
 - Two (2) Marathon RJ 575HD Compactors and feed hoppers; Compacting into 100 cu-yd trailers
 - Four (4) 40 cu-yd open-top roll-offs (1 at wall)
 - Three-month averages (last quarter CY 2011) for the center are:
 - 516.07 tons per month
 - 71 trailer switches and open-top roll-off switches per month

SECTION 3 INSTRUCTIONS TO OFFERORS

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

1. Receipt and Opening of the Proposals:

- a. Sealed proposals must be received by the CVWMA at its Administrative Offices located at 2100 West Laburnum Avenue, Suite 105, Richmond, Virginia 23227, by **2:00 p.m. Friday, August 13, 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 SOLID WASTE TRANSPORTING 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 13, 2021. No Offeror may withdraw a proposal after this time unless otherwise allowed by law.
- d. The CVWMA will address questions or concerns via email or phone call. If it deems it appropriate, the CVWMA will prepare written responses to questions raised that relate to interpretation of, or changes to, the RFP that the CVWMA deems appropriate for clarification. The responses will be divided into two (2) categories:
 - Items requiring only clarification, interpretation or explanation, and
 - Items requiring an addition, deletion or change to the original RFP. Responses to items in this category will be accompanied by the appropriate amended portion of the RFP.
- e. All concerns, protests or objections related to the proposal process shall be raised in writing by Offerors not later than August 3, 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 10, 2021.

2. **Submittal and Execution of Proposal:** One (1) original proposal, one (1) 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. All corrections made to any part of the proposal by the Offeror must be initialed in non-erasable ink.

Proposals must be executed in the name of the Offeror submitting the proposal and signed in non-erasable ink by one authorized to contractually bind the Offeror. The individual signing on behalf of an Offeror shall also type or print his or her name, title and address as indicated on the Offeror's Cost Proposal form contained in Section 7 of this RFP. Furthermore, where applicable, the Offeror should indicate its state of incorporation or legal formation on the form and affix its corporate or official seal attested to by the corporate secretary or similarly authorized individual.

3. **Proposal Deadline:** Proposals are due at the CVWMA administrative offices on the date and at the time specified in this RFP. Under no circumstance shall proposals delivered after the time specified be considered; such proposals will be returned unopened. It shall be the Offeror's sole responsibility to ensure that the proposal is complete and delivered at the proper time and to the proper place. Offers by facsimile, telephone, email or other electronic means are not acceptable. A PROPOSAL MAY NOT BE ALTERED BY THE OFFEROR AFTER THE PROPOSAL DEADLINE.
4. **Mandatory Preproposal Conference** - will be held on Tuesday, July 27, 2021 at 11:00 am. Any company, firm, partnership, or individual intending to respond to this RFP **MUST** attend. Anyone interested in submitting a proposal to this RFP, must contact Rich Nolan, CVWMA Director of Operations for the link and instructions to join the meeting at rnolan@cvwma.com or 804-612-0553.
5. **Mistakes:** Offerors are expected to examine the specifications and all other instructions provided herein. FAILURE TO DO SO WILL BE AT THE OFFEROR'S RISK. In the event of mathematical extension error(s), the unit price will prevail and Offeror's total will be corrected accordingly.
6. **Additional Terms and Conditions:** Except alternate proposals, no additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP.
7. **Interpretation:** All Offerors shall carefully examine the RFP. Any perceived ambiguities or inconsistencies shall be brought to the attention of the CVWMA in writing prior to the proposal deadline; failure to do so, on the part of the Offeror, will constitute an acceptance by the Offeror of any subsequent decision. Additional questions concerning the intent, meaning and interpretation of the RFP or any addenda that are raised shall be made in writing, and received by the CVWMA at least ten (10) days prior to the proposal submittal deadline. Written inquiries should be addressed to:

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

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 Solid Waste

Transporting 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 equal to fifty (50%) percent of the annual cost of the Contract. 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 equal to fifty (50%) percent of the annual cost of the Contract. 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 9, 2021
Mandatory Pre-Proposal Conference	July 27 , 2021
Deadline for Offeror’s Requests for Clarification	August 3, 2021
Issuance of addendum, if needed	August 10, 2021
Proposals Due	August 13, 2021
Interviews with Offerors	August 18 – August 31, 2021

Recommendation to CVWMA Board (tentative)
Contract execution
Contract commencement

September 17, 2021
December 31, 2021
July 1, 2023

SECTION 4 PROPOSAL CONTENT AND EVALUATION

1. Qualifications and Competency of Offerors

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

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

- General management ability;
- Financial stability and strength; and
- Solid Waste Transporting 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 solid waste transporting and disposal services 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 Solid Waste Transporting and Disposal Experience: Offerors will be evaluated on the basis of their demonstrated experience in transporting and disposing of Solid Waste. 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 Solid Waste industry; and
- Experience in the successful operation of Solid Waste transporting 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. 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 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.

1.2.4 Safety Plan: The Offeror shall outline the elements of its safety plan for Solid Waste collection and disposal 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.

1.2.5 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 **Price 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 Price 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.	20%
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.	30%
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 – General Requirements – The Contractor shall provide solid waste (bulky waste, garbage, rubbish,) transporting and disposal services for/at convenience centers as herein described. Proposals with respect to refuse transfer and disposal are solicited on the basis of service pull rates, equipment (including trailers and open-top roll-offs) rental rates if appropriate, and cost per ton for disposal.

Potential Contractors should make an examination of the various convenience centers specified in this RFP to ascertain dimensions and service equipment requirements. As the current contractors own some of the compactors, roll-off, trailers and other equipment at the convenience centers, the Contractor selected is required to provide necessary equipment for the site(s). Potential Contractors should provide pricing alternatives, including amortization options and periods, for consideration. Contractors may also propose different equipment.

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

The CVWMA reserves the right to award a Contract under this procurement for service to one or more of the ten convenience centers. Contractors shall submit a proposal which allow for this alternative by presenting cost Proposals for each convenience center individually. Proposals may also be submitted for all convenience centers together and/or other combinations that might prove advantageous to the Participating Local Jurisdiction(s).

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

1. *Authority or CVWMA* – shall mean the Central Virginia Waste Management Authority, an authority created under the provisions of the Virginia Water and Waste Authorities Act, §15.2-5100, et seq. as defined in Virginia Code §15.2-5102.
2. *Bulky Waste* - A large appliance, piece of furniture or waste material from a residential source including Construction Debris with a weight or volume greater than that allowed for residential refuse containers.
3. *Compactor* - a hydraulically driven mechanical unit with a feed hopper and ram which compacts waste into an enclosed-top roll-off container.
4. *Compactor Box* – an enclosed top roll-off container designed to have waste compacted through a side opening.
5. *Contract(s)* – shall mean the written document(s) and all amendments thereto, between the CVWMA and the selected Contractor(s) governing the provision of Solid Waste Transporting 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.
6. *Contractor(s)* - shall mean the individual(s), firm(s), partnership(s), joint venture(s),

corporation(s), or association(s) performing Solid Waste Transporting and Disposal Services under any Contract with the CVWMA resulting from this RFP.

7. *Convenience Center* - means any solid waste storage or collection facility at which solid waste is transferred from non-commercial vehicles to vehicles for transportation to a central solid waste management facility for disposal, incineration, or resource recovery.
8. *Disposal Fee* - The charge or cost to tip, dump, or otherwise dispose of a load of materials such as municipal solid waste at a Disposal Site.
9. *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.
10. *Force Majeure* – shall mean any cause beyond the reasonable control of the party whose performance under this Contract is adversely affected, including but not limited to acts of God, change in law, war, riot, fire, explosion, injunction, action by governments not party to this Contract, where such cause, event or circumstance renders performance under this Contract impossible. "Reasonable control" of a party shall specifically exclude that party's ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation.
11. *Garbage* - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and including food containers.
12. *Hazardous Waste* - Waste designated as hazardous by Federal law or by regulation of the United States Environmental Protection Agency or appropriate state agency.
13. *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.
14. *Municipal Solid Waste or Solid Waste* - means that waste which is normally composed of residential, commercial, and institutional solid waste to include but not be limited to Garbage, Refuse, Rubbish and Yard Waste.
15. *Open-top Roll-off Container* - a roll-off container designed to load from the top and containing no permanent top structure.
16. *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 Solid Waste Transporting and Disposal Services.
17. *Participating Local Jurisdictions or Participating Localities* - shall mean those CVWMA Member Jurisdictions that execute the Special Project Service Agreement for Solid Waste Transporting and Disposal Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
18. *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.

19. *Relocation* – shall occur when a Compactor Box or Roll-off Container is moved by the Contractor at the Convenience Center to provide additional space and/or capacity for additional Solid Waste.
20. *Roll-Off Container* – a dumpster characterized by a rectangular footprint, designed to collect 30-40 cubic yards of Solid Waste to be transported by a special Roll-Off Truck/trailer or hooklift truck.
21. *Roll-off Service Pull* - The automated collection of a roll-off container, typically with forty cubic yards interior capacity, by a tilt-frame style vehicle and transport to disposal site.
22. *Rubbish* - Non-putrescible solid wastes consisting of combustible and non-combustible materials including yard and garden wastes.
23. *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.
24. *Transfer Station* - means any solid waste storage or collection facility at which solid waste is transferred from collection vehicles to haulage vehicles for transportation to a central solid waste management facility for disposal, incineration or resource recovery.
25. *Transfer Trailer* - an open-top trailer with a minimum of 100 cubic yards of interior capacity used for the transport of solid waste.
26. *Transfer Trailer Pull* - the transport of a transfer trailer to a disposal site.
27. *Yard Waste* - Prunings, grass clippings, weeds, leaves, brush, and general yard and garden wastes.

5.3 Service Components

5.3.1 Convenience Centers to which Hauling and/or Disposal Services are to be provided:

- County of Chesterfield
 - Northern Area Convenience Center; 3200 Warbro Road
 - Southern Area Convenience Center; 6700 Landfill Road
- County of Goochland
 - Central Convenience Center; 1908 Hidden Rock Lane
 - Western Convenience Center; 3455 Hadensville-Fife Road
 - Eastern Convenience Center; Unknown
- County of New Kent
 - Route 618 Convenience Center; 6310 Olivet Church Road
 - Route 612 Convenience Center; 7050 Airport Road
 - Route 634 Convenience Center; 17120 Polishtown Road
 - Route 647 Convenience Center; 12400 Old Telegraph Road
- County of Powhatan
 - Convenience Center; 2407 Mitchell Road
 - Eastern Convenience Center - Unknown

5.3.2 Days and Hours of Service

Hauling and/or Relocation service is to be provided seven days per week unless otherwise agreed to as part of this procurement. Hours of operation will generally be limited to those hours that the sites are staffed and open unless otherwise agreed to.

Holidays – The following holidays will be observed as days when the convenience centers are closed and the provision of service is not necessary: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Additional holidays may be observed, and the Participating Local Jurisdictions may not all observe the same holidays. Participating Local Jurisdiction's individual holiday schedule will control.

Inclement Weather -- The Contractor shall be responsible for canceling service as a result of inclement weather. The Contractor will notify the CVWMA immediately by telephone message and email of any decisions regarding delay, modification, or suspension of service as soon as a decision is made. If collection is suspended or canceled by the Contractor, the Contractor agrees to perform service on the next possible regular working day.

5.3.3 Containers and Transporting Equipment– An adequate number of containers and transportation vehicles shall be made available by the Contractor to ensure no disruption of service to Convenience Center users in accordance with the terms of this Contract. The vehicles must be sufficient to handle the special requirements of adverse weather and holiday and/or seasonal overloads. Any proposed change in the equipment during the Contract period shall be submitted in writing by the Contractor to the CVWMA. The vehicles shall be licensed in the Commonwealth of Virginia and shall operate in compliance with all applicable federal, state, and local laws and regulations.

All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of the Contractor plainly visible on both cab doors.

All equipment shall be kept well painted, in good repair and appearance and in a sanitary, clean condition in order to meet community standards of appearance at all times. The CVWMA shall be the sole judge of community standards of appearance. To ensure compliance herewith the CVWMA reserves the right to inspect the Contractor's collection vehicles at any time to ascertain said sanitary condition. Accordingly, the Contractor shall provide written notification as to the storage location of the collection vehicles. Failure to keep a truck in generally operable condition and acceptable appearance shall, after inspection and notice, cause the exclusion of that truck from the performance of hauling service. Exclusion of a vehicle does not absolve Contractor of performing all duties under Contract. No vehicles shall be willfully overloaded.

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. Other important items that each vehicle shall be equipped with include the following:

- a. Two-way communications device.
- b. First aid kit.

- c. An approved fire extinguisher.
- d. Warning flashers.
- e. Warning (flashing/sound) alarms to indicate movement in reverse.

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.

5.3.4 Personnel - The Contractor shall maintain an office within the CVWMA Service Area that has adequate staff and resources needed to carry out the requirements of the Contract throughout the duration of any Contract awarded hereunder.

The Contractor shall assign a qualified supervisor to oversee hauling and disposal services and coordinate with CVWMA and the Participating Local Jurisdiction and shall provide the name(s) of the person(s) in writing to the CVWMA. The Contractor shall provide the CVWMA with an emergency phone number where the supervisor or other designated employee of the Contractor can be reached outside of normal business hours.

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

The Contractor shall prohibit drivers from using mobile communications devices, equipment (defined to include but not limited to phones, pagers, email devices...) while operating a vehicle.

The Contractor shall require his/her employees to be courteous at all times and not to use loud or profane language. Each employee shall wear a company uniform clearly labeled with the name of company and employee. Clothing will be as neat and clean as circumstances permit. Shirts with sleeves shall be required at all times.

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

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

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

The CVWMA shall have the right to make a complaint regarding any employee of the Contractor who violates any provision hereof or who is wanton, negligent, or discourteous in the performance of his/her duties.

5.3.5 Spill Prevention and Response – Contractors 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 Reports – The Contractor will be required to submit to CVWMA monthly and annual reports as detailed below:

5.4.1 Monthly Report:

1. Total quantities of solid waste hauled/ disposed (in tons) for each convenience center.
2. Number of loads of trash from each convenience center for each container type.
3. Scale Tickets for each load.
4. Identification of and total tonnage delivered to all facilities used for trash disposal.

5.4.2 Annual Report:

1. Total quantities of trash hauled and disposed as collected from each convenience center (in tons).
2. List of all trash disposal facilities utilized, and amount of trash (in tons) taken to each one.

Monthly reports shall be due to the CVWMA by the 10th day of each month. Annual reports shall be due by July 31 of each year. The Contractor shall include in its annual report recommendations for continuous improvement in the Convenience Center operations (e.g., public education, etc.).

Actual truck scale weight ticket receipts must be maintained on file for at least three (3) years from the actual date of occurrence and made available to the CVWMA, the Participating Local Jurisdiction or their agents immediately upon request.

5.5 Operations and Performance Requirements

5.5.1 Roll-off/Compactor Box Convenience Center Service - The Contractor shall include in its proposal the ability to provide equipment for the transport and disposal of solid waste (bulky waste, garbage, rubbish and yard waste) from citizen convenience centers and/or transfer stations. Specified or equivalent compactors shall be provided and maintained at each designated location as currently existing. The Contractor shall be prepared to provide the necessary electrical and concrete placement pad installation work required if existing is inadequate, in need of replacement or if equipment is to be relocated. The Contractor shall include the provision of 40/42 cubic yard enclosed-top compactor boxes and 40 cubic yard open-top roll-off containers, as specified or equivalent and/or other containers as specified. The Contractor shall have the right to interchange roll-off containers between any participating localities to avoid "dead-hauling" or to meet short-falls. All service shall be on a schedule mutually agreed upon or "on-call," with every effort to

provide the contractor with 24-hour notice. Any weight limits for containers should be identified. Services are to be provided seven days a week.

5.5.2 Tractor Trailer Transfer Service Provided – Pricing for this service is currently not required at any of the facilities. However, pricing the service for County of Chesterfield Northern Area (open-top trailers) on an emergency basis is requested. Weight limits for these containers should be identified.

5.5.3 Transportation Service - The successful Contractor(s) transport solid waste from designated sites to a properly permitted Disposal Site on a schedule mutually agreed upon or on-call, with collection/transportation within 24 hours. The Contractor shall be responsible and/or liable for damage resulting from or caused by all equipment while operated at the convenience center and transporting waste from the Participating Local Jurisdiction to disposal site whether publicly or privately owned.

5.5.4 Disposal Service - The Contractor shall be totally responsible for and/or liable for damage resulting from or caused by all equipment while operated on any disposal site whether publicly or privately owned. The location of the permitted disposal site(s) shall be specified in the Contractor's proposal. The Contractor shall be solely responsible for securing waste disposal capacity for both the initial and renewal terms of the procurement.

5.5.5 Missed Service - In the event that a scheduled or requested switch is not performed, the Contractor shall remedy that condition within a period of four (4) hours. The CVWMA shall notify the Contractor of complaints it receives within one (1) hour.

5.5.6 Roll-off Containers and Compactors - The Contractor shall be prepared to provide all required roll-off containers (except Chesterfield County). The enclosed-top containers shall be appropriate for the compactor and a minimum of 40 cubic yards. The open-top roll-off containers shall have a capacity of forty (40) cubic yards unless otherwise specified by CVWMA or the Participating Local Jurisdiction.

5.5.7 Equipment - Repairs and maintenance of all roll-off containers and stationary compactors shall be the responsibility of the Contractor (except in case of vandalism or abuse by unidentified third parties or damage by locality staff at the convenience center in which case it shall be the responsibility of the Participating Local Jurisdiction). In cases of disputed abuse, the CVWMA will serve as arbitrator. Specification indicated herein should not be interpreted as an endorsement for any manufacturers' roll-off container or compactor equipment.

5.5.8 Complaints - The Contractor shall receive and respond to all complaints regarding services provided under this Contract. Any complaints received by the CVWMA or localities will be directed to the Contractor's office. Should a complaint go unresolved for longer than one (1) day, the CVWMA shall have the right to demand an explanation or resolution of the incident generating the complaint to its satisfaction. Failure of the Contractor to respond within this time period may be grounds to hold Contractor in default or for action under the Default provision of this Contract. Repeated failure to properly respond may subject Contract to termination.

5.5.9 Subcontractors: If Subcontractors are to be used for transportation and/or disposal services under a Contract resulting from this RFP, the subcontractors must be identified in the Contractor's proposal.

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

5.6 Locality Specific Requirements

Below are the descriptions of the services that each Offeror is expected to provide in a proposal. One location in Goochland County and Powhatan County respectively, have not been constructed as of the date of this RFP. It is anticipated that they will be operational within the time frame of the initial term of this Contract. Visits to each site are required to ensure complete understanding of the requirements of this RFP. Please schedule visits through Rich Nolan. He can be reached at 804-612-0553 or rnolan@cvwma.com.

County of Chesterfield

Chesterfield County has two (2) Convenience Centers.

County of Chesterfield Northern Area Convenience Center

The convenience center is designed to utilize open-top, large County owned (125 cubic-yard) capacity trailers (total 13 trailers). The convenience center employs a tamping device to ensure that maximum load capacity is obtained and trailers do not discharge litter. The County currently transports the collected solid waste to a Disposal Site.

In fiscal year 2020, this Convenience Center service received 17,021.37 tons of solid waste.

Pricing is sought for disposal with pricing for the use of a driver and Transfer Trailer Pull for emergency situations only (i.e. extremely busy times at the center, employee shortage, etc.).

Chesterfield Southern Convenience Center at the Southern Area

This Convenience Center utilizes 40 cubic yard open top roll-off containers (36 total containers) that are County owned. Customers back vehicle up a ramp and dump solid waste into the open top containers. The County hauls the open top roll-off containers to the Disposal Site.

This facility received 14,954.20 tons of solid waste for disposal during FY 2020.

Pricing is sought for disposal with pricing for the use of a driver and Roll-off Truck for emergency situations only (i.e. extremely busy times at the center, employee shortage, etc.).

County of Goochland:

Goochland County has two (2) Convenience Centers and proposing the construction of a third Convenience Center located in the eastern part of the County.

Goochland County Central Convenience Center

The Convenience Center is currently set up to allow vehicles to back into the feed area for the compactors and dump trash over the wall into hoppers. Currently the County leases two compactors and has one open top 40 yd container on the wall. Three (3) additional 40 yd containers are also at the facility for overflow. This site will require Sunday compactor box relocations.

The facility received 6,117.60 tons of solid waste for disposal during FY 2020.

Goochland County Western Convenience Center

Solid Waste is dumped over the wall into compactor hopper or into 40-yd open-top roll-off box. Loads are tamped to assure maximum weights. This facility has two compactor and one open at the wall. Three (3) additional open tops are also located at this facility.

The facility received 2,309.10 tons of solid waste for disposal during FY 2020.

Goochland County Eastern Convenience Center

Specific details and location regarding this facility are not available at this time. It is anticipated to be located in the eastern part of Goochland County and will have two compactor units and several open top containers.

As part of this RFP, we are seeking proposals to provide similar services as requested for the Goochland Central Convenience Center.

County of Powhatan:

Powhatan County has one (1) Convenience Centers and proposing the construction of a second Convenience Center located in the eastern part of the County.

Powhatan County Convenience Center

County citizens dump solid waste over the wall into hoppers feeding the two leased compactors. Four (4) 40 cu-yd open top roll-offs are on site with one (1) at the wall. This site will require Sunday compactor box relocations.

The facility received 6,495.02 tons of solid waste for disposal during FY 2020.

Powhatan County Eastern Convenience Center

Specific details and location regarding this facility are not available at this time. It is anticipated to be located in the eastern part of Powhatan County and will have two compactor units and several open top containers.

As part of this RFP, we are seeking proposals to provide similar services as requested for the Powhatan Convenience Center.

County of New Kent:

New Kent County has four (4) Convenience Centers located through-out New Kent County to provide a location for the resident to take solid waste.

618 Convenience Center

This facility operates as the main hub for the four Convenience Centers in the County. There are 3 compactor units for roll-off containers and multiple open top 40-yard roll-off containers located at this facility. In FY 2020, 3020.9 tons solid waste was accepted for disposal.

612 Convenience Center

This facility is a busy site that has two compactor units. There is one 40 yd open top roll off containers at this facility. In FY 2020, 2,045.2 tons solid waste was accepted for disposal.

634 and 647 Convenience Centers

These two facilities each have one compactor unit and one 40 yard open top roll-off container apiece. In FY 2020, 653.10 tons of solid waste was accepted for disposal at 634. 636.40 tons was accepted at 647 in FY 2020.

5.7 Disposal Fee:

CVWMA is also seeking a Disposal Fee only for the acceptance of Municipal Solid Waste from any of the other Member Jurisdiction(s). This may include Roll-Off Trucks and/or Tractor Trailers from Transfer Stations and/or Convenience Centers. There is no guarantee of volume.

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. *Authority or CVWMA* – shall mean the Central Virginia Waste Management Authority, an authority created under the provisions of the Virginia Water and Waste Authorities Act, §15.2-5100, et seq. as defined in Virginia Code §15.2-5102.
2. *Bulky Waste* - A large appliance, piece of furniture or waste material from a residential source including Construction Debris with a weight or volume greater than that allowed for refuse containers.
3. *Compactor* - a hydraulically driven mechanical unit with a feed hopper and ram which compacts waste into an enclosed-top roll-off container.
4. *Compactor Box* – an enclosed top roll-off container designed to have waste compacted through a side opening.
5. *Contract(s)* – shall mean the written document(s) and all amendments thereto, between the CVWMA and the selected Contractor(s) governing the provision of Solid Waste Transporting 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.
6. *Contractor(s)* - shall mean the individual(s), firm(s), partnership(s), joint venture(s), corporation(s), or association(s) performing Solid Waste Transporting and Disposal Services under any Contract with the CVWMA resulting from this RFP.
7. *Convenience Center* - means any solid waste storage or collection facility at which solid waste is transferred from non-commercial vehicles to haulage vehicles for transportation to a central solid waste management facility for disposal, incineration, or resource recovery.
8. *Disposal Fee* - The charge or cost to tip, dump, or otherwise dispose of a load of materials such as municipal solid waste at a Disposal Site.
9. *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.

10. *Force Majeure* – shall mean any cause beyond the reasonable control of the party whose performance under this Contract is adversely affected, including but not limited to acts of God, change in law, war, riot, fire, explosion, injunction, action by governments not party to this Contract, where such cause, event or circumstance renders performance under this Contract impossible. "Reasonable control" of a party shall specifically exclude that party's ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation.
11. *Garbage* - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and including food containers.
12. *Hazardous Waste* - Waste designated as hazardous by Federal law or by regulation of the United States Environmental Protection Agency or appropriate state agency.
13. *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.
14. *Municipal Solid Waste* - means that waste which is normally composed of residential, commercial, and institutional solid waste to include but not be limited to Garbage, Refuse, Rubbish and Yard Waste.
15. *Open-top Roll-off Container* - a roll-off container designed to load from the top and containing no permanent top structure.
16. *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 Solid Waste Transporting and Disposal Services.
17. *Participating Local Jurisdictions or Participating Localities* - shall mean those CVWMA Member Jurisdictions that execute the Special Project Service Agreement for Solid Waste Transporting and Disposal Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
18. *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.
19. *Relocation* – shall occur when a Compactor Box or Roll-off Container is moved by the Contractor at the Convenience Center to provide additional space and/or capacity for additional Solid Waste.
20. *Roll-Off Container* – a dumpster characterized by a rectangular footprint, designed to collect 30-40 cubic yards of Solid Waste to be transported by a special Roll-Off Truck.
21. *Roll-off Service Pull* - The automated collection of a roll-off container, typically with forty cubic yards interior capacity, by a tilt-frame style vehicle and transport to disposal site.
22. *Rubbish* - Non-putrescible solid wastes consisting of combustible and non-combustible materials including yard and garden wastes.
23. *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.

- 24. *Transfer Station* - means any solid waste storage or collection facility at which solid waste is transferred from collection vehicles to haulage vehicles for transportation to a central solid waste management facility for disposal, incineration or resource recovery.
- 25. *Transfer Trailer* - an open-top trailer with a minimum of 100 cubic yards of interior capacity used for the transport of solid waste.
- 26. *Transfer Trailer Pull* - the transport of a transfer trailer to a disposal site.
- 27. *Yard Waste* - Prunings, grass clippings, weeds, leaves, brush, and general yard and garden wastes.

Term of Contract: The term of the contract will be for a ten (10) year period beginning on or about July 1, 2023 and ending on June 30, 2033. The parties agree that by their mutual consent, each expressed in writing and received at least one hundred and eighty (180) days before the termination of the initial term ending June 30, 2033, that the contract may be extended for an additional period of two (2) five (5) year terms upon the same terms and conditions as set forth in the Contract. However, during the renewal process the terms or fees may be modified to effectuate the intent and scope of services outlined in this RFP and resulting Contract.

Billing and Payment: If payment for services is required under the terms of the Contract, the CVWMA shall make payments to the Contractor within thirty (30) days after receipt of a complete and satisfactory billing invoice by the 10th of the month for services provided the previous month. No payment will be due until thirty (30) days after services have been completed. No invoice will be submitted for work that has not as yet been performed nor will any such invoice be considered payable until work identified is in fact completed.

Payment for Non-Performance: Failure by the Contractor to fulfill its obligations in the manner agreed upon in the Contract shall result in payment for non-performance to the CVWMA as indicated below to appropriately compensate CVWMA and/or the Participating Jurisdiction for having to respond to, address and/or alleviate the failure. If payment is due the Contractor, the non-performance payment shall be deducted from any amounts due the Contractor. If no amounts are due the Contractor, the Contractor shall remit the non-performance payment to the CVWMA on receipt of written demand from the CVWMA. Ten day advance written notice will be provided to the Contractor of the CVWMA’s intent to invoke the payment for non-performance clause for contract violations. The penalties are as follows:

Failure to complete requested pull within 24 hours of request from CVWMA	\$100 per day
Failure to deliver Municipal Solid Waste to an appropriate disposal site.	\$1,000.00 per incident.
Failure to clean up spillage caused by the Contractor.	\$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.

Title to Material: Title to, control of and responsibility of the Municipal Solid Waste collected pursuant to a resulting Contract shall vest to the Contractor at the time of collection. 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 fifty (50) percent of the estimated annual cost of this contract to the CVWMA. It shall be executed by a surety company licensed to do business in the Commonwealth of Virginia; having an “A-” or better rating by A. M. Best or Standard and Poor’s; and included on the list of surety companies approved by the Treasurer of the United States. The performance bond shall be in a form acceptable to the CVWMA covering the faithful, legal and complete performance of the Contract. The CVWMA may allow an irrevocable letter of credit in lieu of the performance bond with a banking institution and on terms and conditions acceptable to the CVWMA.

Should the financial condition of the surety or banking institution become unacceptable to the CVWMA, the Contractor shall be notified in writing of that unacceptability. Within sixty (60) days of receipt of said notification Contractor shall furnish such additional bond or substitute letter of credit at the Contractor’s expense as may be required by the CVWMA to protect its interests.

The Contract shall be subject to termination by the CVWMA at any time if said bond or letter of credit shall be canceled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond or letter of credit must be served upon the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. The Contract will not be terminated if within five (5) working days of receipt of such notice the Contractor files with the CVWMA a similar bond or letter of credit to be effective for the balance of the Contract period.

Indemnification: The Contractor shall indemnify and hold the CVWMA, its individual members (or voting alternates) of the CVWMA Board of Directors and its officers, agents and employees of the CVWMA, its Member Jurisdictions and Participating Jurisdictions, and their elected officials, officers agents and employees, harmless from and defend against all claims (legal, equitable or administrative), damages, losses, and expenses (including expert witness fees), consultant and attorney’s fees, remediation costs, removal costs, clean-up costs and all other costs, liabilities or expenses arising out of or resulting from the Contractor’s performance of services set forth in the resulting Contract, or the failure to provide said services. It is understood that this indemnification shall extend to any and all claims against the CVWMA or the Member Jurisdictions by third parties or agencies of the federal, state or local governments for any environmental liability due to a release of pollutants to the environment, whether imposed by statute, ordinance, regulation or common law, relating to activities under the Contract.

Force Majeure: Failure of any party to perform under this Contract by reason of Force Majeure shall not constitute default or be cause for termination of this Contract. However, the Contractor so failing to perform shall immediately notify the CVWMA and the Participating Local Jurisdictions in writing of the failure, including reasons for such failure, and shall make reasonable efforts to correct such failure and to continue performance at the earliest possible date.

Should the Contractor be unable to complete performance under this Contract due to the Contractors’ failure to perform by reason of Force Majeure, CVWMA shall be authorized to, where practicable, take all reasonable steps to secure another vendor to perform the responsibilities

of the Contractor according to the already established schedule of rates, fees and charges. Should the CVWMA be unable to secure a vendor to perform according to the established schedule of rates, fees and charges, CVWMA may agree to a new schedule by written amendment to this Contract. If CVWMA and Contractor are unable to agree on a new schedule, this Contract shall terminate.

Subcontractors:

- A. Contractor hereby agrees that no subcontractor will be used to perform any of the services to be provided to the CVWMA under this Contract without the advance written approval of the CVWMA. Contractor further agrees that any subcontractor shall meet all CVWMA requirements imposed on the Contractor.
- B. Each individual entity of the Contractor that is constituted as a joint venture shall be considered and treated as a subcontractor subject to the conditions applicable to subcontractors under this Contract.
- C. Contractor shall be responsible for all actions of subcontractors performed or failed to be performed under this contract.
- D. Should the CVWMA provide written approval to the Contractor to use a subcontractor, the Contractor shall:
 - 1. In accordance with the requirements of Virginia Code Section 2.2-4354, if the Contractor engages any subcontractor to performs services or provide goods in connection with Contractor's performance under this Contract, the Contractor shall, within seven (7) days after receipt of amounts paid to the Contractor by the CVWMA for work performed by the subcontractor under that contract:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
 - b. Notify the CVWMA, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 - 2. The Contractor shall provide the CVWMA with its federal ID number prior to receiving any payment hereunder.
 - 3. The Contractor shall pay interest to its subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the CVWMA for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subparagraph 1. above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month.
 - 4. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements set forth herein with respect to each lower-tier subcontractor.
 - 5. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the CVWMA or any of its member jurisdictions.
 - 6. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

Inspections: Contractor agrees to permit CVWMA and/or its designated representatives to inspect facilities, equipment and records necessary to evaluate Contractor's performance under this Contract. Inspection of the equipment, facilities and materials collected shall be on demand.

Contractor Records: Records of the Contractor and any subcontractor related to this Contract shall be subject to CVWMA review, audit and/or reproduction and shall be open to inspection by the CVWMA and/or its authorized agents and representatives of Member Jurisdictions, during normal working hours or at such times as are mutually agreed upon by the parties to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted to the CVWMA pursuant to this Contract. The Contractor and any subcontractors shall maintain their books and records related to the performance of this Contract in accordance with the following minimum requirements:

- a. The Contractor shall maintain any and all ledgers, books of account, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements borne by the CVWMA for a minimum period of five (5) years following the conclusion of each Contract year, or for any longer period required by law.
- b. The Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years following the conclusion of each Contract year or for any longer period required by law.

Compliance with Equal Opportunity: During the performance of any Contract resulting from this RFP, the Contractor must agree to the following:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by law relating to discrimination in employment, except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- d. The Contractor shall include the provisions of the foregoing in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. The Contractor shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulation (41 CFR, Part 60). During the term of the contract, the Contractor, for itself, its assignees and successors in interest, agrees to comply with Title VI of the Civil Rights Act of 1964 (as amended), which will be made a part of the Contract by reference, and with any other applicable provision of federal or state law guaranteeing equal employment opportunity.
- f. The Contractor shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

Any Contractor with more than an average of 50 employees for the previous 12 months entering into the Contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to the Contract. Any such Contractor who fails to comply with this provision shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the Contractor's registration and participation in the E-Verify program.

Drug-Free Workplace: During the performance of this Contract, the Contractor shall comply with all federal, state, and local government laws regarding controlled substances, where applicable. In addition, the Contractor agrees as follows:

- a. The Contractor will provide a drug-free workplace for its employees.
- b. The Contractor will post in a conspicuous place(s), available to employees and applicants for employment, a statement notifying employees that the unlawful sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken for violation of this prohibition.
- c. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- d. The Contractor will include the provision of the foregoing Subparagraphs a, b and c of this Section in every subcontract or purchase order under this Contract over \$10,000, so that the provisions will be binding upon the Contractor's sub-contractors and employees.

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

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

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

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

Default

- A. In the event that either Contractor or the CVWMA defaults in the performance of any of the material covenants or agreements to be kept, done or performed by either party under the terms of this Contract, and/or the Contractor does not meet performance standards, the non-defaulting party shall notify the other party in writing of the nature of such default. Within the (10) working days following such notice, the defaulting party shall correct the default; or in the event of a default by Contractor not capable of being corrected within ten (10) working days as determined by CVWMA, the defaulting party shall commence correcting the default within ten (10) working days of the receipt of notification thereof, and shall thereafter correct the default within thirty (30) days. CVWMA has the right and sole discretion to determine that default cannot be rectified and proceed with termination if necessary. During the notification period, the CVWMA shall have the right to contract with others to perform the services otherwise to be performed by the Contractor or to perform such services itself and seek from Contractor reimbursement for the difference in cost of services. CVWMA has the right to declare the default not correctable.

If the defaulting party fails to correct the default as provided above, the other party, without further notice, shall have all of the following rights which the party may exercise singly or in combination, in addition to any other right or remedy allowed by law:

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

In the event that Contractor files a petition in bankruptcy court or is the subject of an involuntary bankruptcy proceeding or other similar proceedings, the CVWMA shall have the right to demand assurances that Contractor can continue to perform its obligations under this Contract and Contractor shall provide such assurances as provided herein. Failure of Contractor to provide adequate assurances shall constitute a default. Neither party shall be considered in default of this Contract if such failure to perform is directly or indirectly caused by a Force Majeure event.

- B. A waiver by either party of any breach of any provision of this Contract shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation of any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargain of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in this Contract.

Termination: If the Contractor fails to perform in a satisfactory manner based on CVWMA's analysis or review, or fails to perform in accordance with the terms of the Contract or applicable federal, state and local laws, regulations and ordinances, the CVWMA shall have the right to demand, in writing, adequate assurance from the Contractor that the steps have been or are being

taken to rectify the situation. Within ten (10) days of receipt of such a demand, the Contractor shall respond by stating the steps taken or to be taken to rectify the non-performance or non-compliance. If the Contractor has not performed or corrected the non-compliance in accordance with the terms of the Contract, or if, in the reasonable judgment of the CVWMA, the Contractor cannot or will not perform or rectify the non-compliance within thirty (30) days following receipt by CVWMA of such response, then CVWMA may send to the Contractor a written notice of termination, and this Contract shall terminate effective fifteen (15) days following the date of such notice of termination.

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

Conflict of Interest and Non-Collusion: Each Offeror must disclose in its proposal the name of any officer, director, agent, or any relative of an officer, director or agent who is an employee or appointed official of the CVWMA. Further, all Offerors must disclose the name of CVWMA employee or appointed official who owns, directly or indirectly, an interest of 5 percent or more in the Offeror's firm or any of its branches, divisions or subsidiaries.

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

SECTION 7
REQUIRED FORMS

OFFEROR'S PROPOSAL
Solid Waste Transporting 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 Solid Waste Transporting and Disposal Services (CVWMA RFP #22-01) 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

PRICE PROPOSAL FORMS

**Price Proposal
RFP 22-01**

Pricing										
Sites	Current Compactor(s)	Rental and Maintenance per month	# of Additional Compactor Boxes (if needed)	Additional Compactor Boxes (if any)	# 40 cubic yard Open-Top Roll-off Container	Monthly Rental for 40 cubic yard Open-top Container (if any)	Transportation Price (price per pull to disposal site)	Relocation Price (price per pull, if any)	Disposal Fee per ton (inc. all taxes and fees)	Location(s) for Disposal
New Kent County										
	612 2 Marathon RJ 225s									
	2 Marathon RJ 450s and 1 RJ 225									
	618									
	634 1 Marathon RJ 225									
	647 1 Marathon RJ 225									
Goochland County										
	Central Convenience Center									
	2 Marathon RJ 575s									
	Western Convenience Center									
	2 Marathon RJ 450s									
	Eastern Convenience Center									
	2 Compactor Units (TBD)									
Powhatan County										
	Central Site									
	2 Marathon 575HDs									
	Eastern Site									
	2 Compactor Units (TBD)									
Chesterfield County										
	Northern Site									Not Applicable
	Southern Site									Not Applicable

Disposal Only	
Disposal Fee at Disposal Site (from other CVWMA member jurisdictions)	Per Ton
Disposal Site Location(s)	

Emergency Pricing:	
Chesterfield County	Price for driver and Roll-off Truck (per hour)
Northern Site	
Chesterfield County	
Southern Site	

Other Details and Explanations of Costs:



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 _____, 2021.

Notary Public, State of

My Commission Expires: _____.

SECTION 8 OFFEROR'S SUBMITTAL CHECKLIST

All Offerors submitting a response to the CVWMA RFP #22-01 for Solid Waste Transporting and Disposal Services should ensure themselves that the conditions described in this RFP document have been met prior to submitting the proposal. The following checklist is provided to assist the Offeror in verifying the completeness of the proposal.

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