

**CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

**Request for Proposals**

**SCRAP METAL DELIVERY, HAULING AND RECYCLING SERVICES**

**CVWMA RFP 24-02**

**Issue Date: November 28, 2023**

**Proposal Due Date: December 21, 2023**

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

**TABLE OF CONTENTS**  
**RFP 24-02**

**SCRAP METAL DELIVERY, HAULING AND RECYCLING SERVICES**

<b><u>Section Title</u></b>	<b><u>Section</u></b>
Invitation to Respond and Request for Proposals	1
Background Information and Description of Current Programs	2
Instructions to Offerors	3
Proposal Content and Evaluation	4
Scope of Services	5
General Contract Terms and Conditions	6
Required Forms	7
Offeror's Submittal Checklist	8
Additional Information	9

## SECTION 1

### INVITATION TO RESPOND and REQUEST FOR PROPOSALS (RFP)

The Central Virginia Waste Management Authority (CVWMA) is a regional public service authority created pursuant to the provisions of the Virginia Water and Waste Authorities Act, §15.2-5100, et seq., to assist its thirteen-member jurisdictions in developing and implementing effective solid waste management, waste diversion and recycling programs through contracts with the private sector. Member jurisdictions include: the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan, 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 Scrap Metal Delivery, Hauling and Recycling Services in the CVWMA Region.

**There will be no pre-proposal conference.** Any company, firm, partnership, or individual intending to respond to this RFP that has questions regarding this RFP may contact Rich Nolan, CVWMA Director of Operations at [rnolan@cvwma.com](mailto:rnolan@cvwma.com) or 804-612-0553.

Offerors must submit to the CVWMA sealed responses (hereinafter “Response” or “Proposal”) to this Request for Proposals (“RFP”) for Scrap Metal Delivery, Hauling and Recycling Services to be provided by the Offeror(s) in any one or multiple Member Jurisdictions. **Proposals are due by 2:00 p.m., December 21, 2023.** 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 Sections 5 and 6 of this RFP. The potential contract awarded as a result of this procurement will be a “requirements” contract, with no quantities guaranteed.

The CVWMA reserves the right to award one or more contract(s) for the requested services to the Offeror or Offerors submitting the most responsive proposal(s) based on the best value to the CVWMA and its member jurisdictions in terms of the overall combination of quality, rebate 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 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.

Copies of the RFP will be made available online at [www.cvwma.com](http://www.cvwma.com) and daily from 9:00 a.m. to 4:00 p.m. beginning November 28, 2023 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](mailto:rnolan@cvwma.com) for further information.

## **SECTION 2**

### **BACKGROUND INFORMATION AND DESCRIPTION OF CURRENT PROGRAM**

The purpose of this section is to familiarize prospective Offerors with the CVWMA and the CVWMA's RFP process and provide 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 service area spans 2,442 square miles and has a 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 operation 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 CVWMA's intent and purpose of this RFP is to provide Member Jurisdictions with the highest quality and economical service for the delivery, hauling, and recycling of Scrap Metal from various sites within the CVWMA service area. The potential contract(s) awarded as a result of this procurement will be a "requirements" contract, with no guaranteed quantities.

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

The Contract resulting from this procurement will be for a five-year term with a possible five-year renewal option.

#### **Current Program and Project Description**

**Current Program:** Currently Hanover, Hopewell, Colonial Heights, Goochland, Powhatan, Henrico and New Kent Counties utilize Scrap Metal delivery, hauling and recycling services at various locations throughout the respective localities. Locations include primarily convenience centers, with an occasional request for hauling service for schools and other similar government buildings. The list of the current locations served through the CVWMA can be found in Section 9. The Contract or Contracts that may be awarded as a result of this procurement will authorize

delivery, hauling and recycling activities to continue in these jurisdictions and potentially other members of the CVWMA. Those jurisdictions that ultimately decide to execute a Special Project Service Agreement for the potential contract are considered “Participating Local Jurisdictions (PLJ).”

***Project Description*** – In this RFP, it is the intent of the CVWMA and Participating Jurisdictions to continue the delivery, hauling and recycling services of Scrap Metal. The tonnage generated, hauled, and delivered will vary. Estimated amounts and current Service Sites can be found in Section 9.

### SECTION 3 INSTRUCTIONS TO OFFERORS

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

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

- a. Sealed proposals must be received by the CVWMA at its Administrative Offices located at 2100 West Laburnum Avenue, Suite 105, Richmond, Virginia 23227, by 2:00 p.m. on December 21, 2023. At that time, in the Conference Room of the Central Virginia Waste Management Authority, 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 following:

*“SCRAP METAL DELIVERY, HAULING AND RECYCLING SERVICES”*

Proposals shall be addressed as follows:

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

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

- c. Any proposal may be withdrawn by or before 2:00 p.m., December 21, 2023. 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 December 15, 2023.

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., December 19, 2023.

2. **Submittal and Execution of Proposal:** One (1) original proposal and an electronic copy must be submitted by the due date for proposals. Specifically, proposals must be typed or legibly printed in non-erasable ink. An electronic copy can be provided on a USB drive or emailed to [rnolan@cvwma.com](mailto:rnolan@cvwma.com). All corrections made to any part of the proposal by the Offeror must be initialed in non-erasable ink.

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

3. **Proposal Deadline:** Proposals are due at the CVWMA administrative offices on the date and at the time specified in this RFP. Under no circumstance shall proposals delivered after the time specified be considered; such proposals will be returned unopened. It shall be the Offeror's sole responsibility to ensure that the proposal is complete and delivered at the proper time and to the proper place. Offers by facsimile, telephone, email or other electronic means are not acceptable. A PROPOSAL MAY NOT BE ALTERED BY THE OFFEROR AFTER THE PROPOSAL DEADLINE.
4. **Pre-Proposal Conference: No Pre-Proposal Conference will be held.** Questions regarding this RFP should be directed to Rich Nolan, CVWMA Director of Operations at [rnolan@cvwma.com](mailto: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. Unit prices quoted are for the purpose of comparison only and will not necessarily be the primary deciding factor in the award of a contract.
6. **Additional Terms and Conditions:** Additional terms and conditions other than those requested by the RFP that are included with the proposal response shall not 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 that are raised subsequent to the issuance of any addenda shall be made in writing, and received by the CVWMA at least five (5) days prior to the proposal submittal deadline. Written inquiries should be addressed to:

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

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

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 member jurisdiction 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.
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. 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 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 permits of the facility or facilities being used for recycling may 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 Offerors are 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 during the negotiation process. 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. **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.

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.

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

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

- 18. Acceptance or Rejection of Proposals:** The CVWMA reserves the following rights 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 when re-advertised. Proposals will also be rejected from Offerors who are or have been in default on a previous contract with the CVWMA.

- 19. Offerors to Make Examinations:** All Offerors shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and the quantity of labor, equipment, and material needed thereon. Offerors shall make their own determinations as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions they may encounter or create, without extra cost to the CVWMA. Offerors agree that if they should execute the proposed contract, they shall make no claim against the CVWMA because of estimates or statements made by any officer or agent of the CVWMA that may prove to be erroneous. The failure or omission of Offerors to receive or examine any form, instrument, addendum or other document shall in no way relieve them of any obligations with respect to the offer submitted in response to this RFP. The CVWMA shall make all such documents available to the Offerors, upon request, where authorized and allowed by law.
- 20. Proprietary Information:** Pursuant to Va. Code §2.2-4342(F), trade secrets or proprietary information submitted by any Offeror in connection with this RFP shall not be subject to public disclosure under the Virginia Freedom of Information Act, however **the Offeror must invoke the protection prior to or upon submission of the data or other materials, and identify the data or other materials by page or paragraph number to be protected, and state the reasons why protection is necessary.** Failure to follow these guidelines shall constitute a waiver of the Offeror's request for confidentiality where invoked and/or may automatically prevent CVWMA from withholding such information pursuant to a Virginia Freedom of Information Act request for the same.
- 21. Financial Statement:** The Offeror must provide the most recent copy of an annual financial report or similar financial document(s) that demonstrates the financial stability of the Offeror.
- 22. Tentative Procurement and Contract Dates:** Although the following dates are subject to change, it is anticipated that the following schedule will apply.

RFP Released	November 28, 2023
Deadline for Offeror's Requests for Clarification	December 15, 2023
Issuance of addendum, if needed	December 19, 2023
Proposals Due	December 21, 2023
Interviews with Offerors	TBD between January 3 and 10, 2024
Recommendation to CVWMA Board by or before	January 15, 2024
Contract execution by	February 1, 2024
Contract commencement	July 1, 2024

## SECTION 4 PROPOSAL CONTENT AND EVALUATION

### **Qualifications and Competency of Offerors**

**1.0 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
- Scrap Metal recycling and processing experience.

Unless directly related to the response and referenced in the text, sales brochures are not required. All submissions will become the property of the CVWMA and will not be returned. The CVWMA, at its sole discretion, may reject any and all responses and/or issue subsequent requests for qualifications and proposals.

The Qualifications Section of each proposal must include the following subsections:

**1.1.1 General Management:** Offerors will be evaluated based on their demonstrated overall management experience in Scrap Metal delivery, hauling and recycling as reflected in the successful implementation of previous Scrap Metal delivery, hauling and recycling projects. Each Offeror shall demonstrate the ability to perform all required tasks successfully and must demonstrate the requisite management skills and experience in integrating the performance of such tasks. Information submitted by each Offeror shall define both technical and managerial capabilities in terms of past performance. Other management evaluation criteria will include, but will not be limited to the following factors:

- Demonstrated successful working relationships with municipalities and/or public solid waste agencies;
- Number of similar projects within Virginia;
- Innovative techniques used to increase efficiency; and
- Past and anticipated approach to customer service.

**1.1.2 Financial Stability and Strength:** The Offeror must demonstrate sufficient financial resources to carry out its responsibilities as outlined in this RFP and to back-up its contractual obligations and also appropriate finances to maintain and service equipment, respond to customer service and CVWMA personnel. 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 and demonstrated ability to finance the required equipment.

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 services, 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 Scrap Metal Delivery, Hauling and Recycling Experience:** Offerors will be evaluated based on their demonstrated experience in the delivery, hauling and recycling of Scrap Metal and delivery to a properly permitted Scrap Metal recycling facility. Offerors are

encouraged to submit references for existing customers, especially under contract to municipalities, to demonstrate their experience and success. The CVWMA may give particular attention to the performance data provided for these referenced projects. The Offeror must demonstrate the following:

- Overall experience in the Scrap Metal industry; and
- Experience in the successful operation of Scrap Metal delivery, hauling and recycling 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 Recycling Proposal:** The proposal shall describe the proposed collection and recycling service. The description shall provide sufficient information to demonstrate that the proposed service will, at a minimum, satisfy all the performance objectives provided in this RFP and handle the quantity of Scrap Metal 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 the 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 recycling and related collection and processing systems within its proposal. This Plan should address the safety precautions taken for the employee(s) and any surrounding personnel and well as steps taken to prevent any contamination to the surrounding environment.

**1.2.5 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 Rebate Proposals:** All of the Offeror's proposed rebates shall be submitted on the Forms titled Rebate Proposal Forms (Section 7). This form shall be executed by the authorized official to bind the Offeror. If an alternate proposal is submitted, a separate 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.

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.

## **3. 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.	5%
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 maintaining sufficient resources and equipment to provide timely and high-quality customer service throughout the term of the agreement, and particularly during peak volume periods.	25%
4. Proposed costs and/or rebates for the service proposed and any proposed potential costs savings associated with the service alternatives	50%

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 Requirements**

Selected Contractor(s) shall provide Scrap Metal Delivery, Hauling and Recycling Services for Participating Local Jurisdictions, as described herein. The Offeror may propose to provide these services solely or in concert with identified subcontractors. The CVWMA reserves the right to award a full-service contract for Scrap Metal Delivery, Hauling and Recycling Services or separate contracts deemed in the best interest of the Authority and Participating Local Jurisdictions. Contracts could be awarded for one or multiple jurisdictions but will not be awarded for portions of a jurisdiction. The award of separate contracts will be contingent upon the receipt of acceptable, complete and comprehensive proposals.

**Days and Hours of Service** - Roll-Off Service Pulls are to be provided Monday through Friday 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 and 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 be provided to the Contractor.

**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 that time is of the essence and agrees to perform service on the next possible regular working day.

### **5.1 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 the Participating Local Jurisdictions 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, at 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 to prevent any littering 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.

**Roll-off Containers** – Repairs and maintenance of all Roll-Off Containers shall be the responsibility of the Contractor (except in the 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.

The Contractor is responsible for routine maintenance of the Roll-Off Containers. When routine maintenance is performed, the CVWMA and the Participating Local Jurisdiction will be notified and report the results of the maintenance inspection and any issues found during the visit.

## **5.2 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 provide 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 or marijuana, 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 its 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 the 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 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 Spill Prevention and Response**

Contractors shall provide 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 reports (or more frequently) as detailed below:

#### **Monthly Report:**

1. Weight of Scrap Metal delivered, hauled and recycled for each Service Site. Each load of Scrap Metal collected shall be weighed and individual load weights and the collection date shall be provided for each Service Site.
2. Monthly Collection Cost/Revenue Report: Each month a report shall be made for each Service Site that includes: a) number of switches and associated costs for switches; b) revenue based upon the weight of the metals collected and the agreed upon market price.
3. The Contractor shall provide CVWMA with documentation indicating the price published in American Metal Market, 2<sup>nd</sup> issue of the month, or similar publication used to determine rebate.
4. Monthly reports shall be due to the CVWMA by the 10th day of each month.

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 Service Requirements**

**Collection and Transportation** – Contractor shall transport Scrap Metal from Service Sites to a properly permitted Recycling Facility on a schedule mutually agreed upon or on-call, with collection/transportation within 48 hours of notice from CVWMA. The Contractor shall be responsible and/or liable for damage resulting from or caused by all equipment while operated at the Participating Local Jurisdiction locations and transporting Scrap Metal from the Participating Local Jurisdiction's site to Recycling Facility whether publicly or privately owned. Current Service Sites are listed in Section 9.

When service is delayed due to a holiday or inclement weather, the Contractor shall provide Saturday service as needed for all dumps scheduled for that week. Service shall occur so that there is no violation of any noise ordinance enacted by any Participating Local Jurisdiction and at times acceptable and agreed to by the Participating Local Jurisdiction.

The Contractor shall accept Scrap Metal delivered by Participating Local Jurisdictions based on the weight of the material delivered to the Contractor. A rebate for the material will be given by Metric Ton. Section 9 has estimated Metric Tons generated by Participating Local Jurisdictions.

**Processing and Marketing** – Selected Contractor shall deliver or haul Scrap Metal to an approved Recycling Facility. Contractor(s) shall supply all facilities, equipment, labor and other resources at the Recycling Facility necessary for the proper storage, processing and shipment of Scrap Metals. The Recycling Facility shall meet all requirements of federal, state and local laws, ordinances, permits and regulations at all times.

The Contractor shall be required to collect, process and market only Scrap Metal as defined by the Contract resulting from this procurement. The Contractor shall not intentionally dispose of Scrap Steel. Any material collected or received by the Contractor that is non-recyclable material shall be disposed of at a properly permitted and compliant waste management facility at the Contractor's cost.

All recyclable materials collected or received pursuant to a resulting Contract for Scrap Metal Delivery, Hauling and Recycling Services shall be sold for use as a raw material substitute or used in conformity with 9VAC20-130-10 et. seq. Virginia Solid Waste Planning and Recycling Regulations. Selected Contractor shall provide CVWMA upon request end-markets where commodities are sold for recycling.

## SECTION 6 GENERAL CONTRACT TERMS AND CONDITIONS

The material included in this Section is part of the RFP and will also be part of the resulting Contract(s) or portions of the Contracts if multiple vendors are selected.

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:** For purposes of this document and any resulting Contract the following terms shall apply:

1. *Appliances* – Household machines or devices such as refrigerators, washing machines, stoves, and clothes dryers, commonly called “White Goods” in the waste industry.
2. *Authority or CVWMA* – shall mean the Central Virginia Waste Management Authority, an authority created under the provisions of the Virginia Waste and Water Authorities Act, §15.2-5100, et seq. as defined in Virginia Code §15.2-5102.
3. *CFC/HCFC* – shall mean chlorofluorocarbons or hydrochlorofluorocarbons utilized as a refrigerant in White Goods and/or air conditioners. The release of these gases into the atmosphere is prohibited by the EPA.
4. *Contract* – shall mean the written document(s) and all amendments thereto, between the CVWMA and the selected Contractor(s) governing the provision of Scrap Metal Delivery, Hauling and Recycling that shall result from this RFP; the Contractor’s subsequent proposal and any subsequent addenda and correspondence; and the original Request for Proposals.
5. *Contractor* – shall mean the individual, firm, partnership, joint venture, corporation, or association performing Scrap Metal Delivery, Hauling and Recycling Services under a Contract with the (CVWMA), resulting from this RFP.
6. *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.
7. *Metric Ton* – one metric ton is equivalent to 2,240 pounds. Sometimes referred to as the long ton.

8. *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, Richmond and the Town of Ashland.
9. *Participating Local Jurisdictions or Participating Localities* – shall mean those CVWMA Member Jurisdictions that have executed the Special Project Service Agreement for Scrap Metal Delivery, Hauling and Recycling Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
10. *Recycling* – The process of separating a given waste material from the waste stream and processing it so that it is used again as a raw material for a product, which may or may not be like the original product.
11. *Recycling Facility* – Location(s) that accepts Scrap Metal to be processed and marketed for recycling.
12. *Service Area* – shall mean that geographic area in which Scrap Metal delivery, hauling and recycling services pursuant to this Contract are to be provided within boundaries established by the CVWMA and Participating Local Jurisdictions.
13. *Service Sites* – Locations where Contractor will provide Roll-Off Containers and Roll-Off Service Pulls. Current Participating Local Jurisdictions are listed in Section 9.
14. *Scrap Metal* – For the purposes of this proposal, *Appliances* (or *White Goods*) and other metallic waste items which may be delivered to the Contractor's Recycling Facility or hauled by the Contractor. Scrap Metal shall not include any appliance or other metals which contain Freon, chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), or other hazardous substances.
15. *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 outlined in the Contract.
16. *Roll-Off Container* – a dumpster characterized by a rectangular footprint, designed to collect 40 to 60 cubic yards of Scrap Metal to be transported by a special Roll-Off Truck/trailer.
17. *Roll-Off Service Pull* – The automated collection of a roll-off container, typically with 40 to 60 cubic yards interior capacity by a tilt-frame style vehicle and transport to the Recycling Facility.
18. *U.S. Ton* – one U.S. Ton is equivalent to 2,000 pounds. Sometimes referred to as a short ton.
19. *White Goods* - shall mean Appliances or Household machines or devices such as refrigerators, washing machines, stoves, and clothes dryers.

**Term of Contract:** The term of the Contract will be for a five (5) year period beginning on or before July 1, 2024 and ending on June 30, 2029. 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, 2029, that the Contract may be extended for an additional period of five (5) years upon the same terms and conditions as set forth in the Contract. However, during the renewal process the terms or fees may be modified to effectuate the intent and scope of services outlined in this RFP and resulting Contract.

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

**Revenue:** The Contractor shall provide a listing of the collections for each Participating Location Jurisdiction. The Contractor shall provide this listing and shall remit a payment of the associated rebate with the monthly report to CVWMA not later than the tenth day of the month following the month during which services were provided.

**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 Local Jurisdiction for having to respond to, address and/or alleviate the failure. If payment is due the Contractor, the non-performance payment shall be deducted from any amounts due the Contractor. If no amounts are due the Contractor, the Contractor shall remit the non-performance payment to the CVWMA on receipt of written demand from the CVWMA. Ten day advance written notice will be provided to the Contractor of the CVWMA's intent to invoke the payment for non-performance clause for Contract violations. The penalties are as follows:

Failure to provide services or to  
respond to a request for services.  
within 48 hours following notification  
to the Contractor by the CVWMA of the  
need for services.

\$200.00 per occurrence

**Compensation for Services and Escalation Clause:** Any more beneficial pricing structure proffered to a CVWMA Member Jurisdiction or other political body(ies) contained within a Member Jurisdiction (i.e. school boards) compared to that extended under the terms of the Contract resulting from this procurement during the entire term of the Contract shall be granted to the CVWMA and incorporated into the Contract. The Contractor may be eligible for an annual adjustment of rates which if appropriate, shall be made on the anniversary date of each Contract year based on the increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U) as published by the U.S. Bureau of Labor Statistics for the most recent preceding twelve-month period.



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

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

**Title to Material:** Title to, control of and responsibility of the Scrap Metal delivered, hauled or recycled pursuant to a resulting Contract shall vest to the Contractor at the time of collection. Title to, control of and responsibility of the Scrap Metal prior to collection shall remain with the Participating Local Jurisdiction. Title to, control of and responsibility of the Scrap Metal delivered to a Contractor from the Participating Local Jurisdiction shall vest to the Contractor upon receipt of the Scrap Metal. 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

a. Coverage A - Statutory Requirements

Employer’s Liability Coverage will be required of the Contractor and any sub-contractor where any class of employee engaged in work under the Contract is not protected under the Workers’ Compensation Statute.

2. Automotive Liability, Including Owned, Non- Owned and Hired Car Coverage  
Limits of Liability –

- a. Bodily Injury \$1,000,000 each person; \$2,000,000 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; \$2,000,000 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.” may 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. The Contract will not be terminated if within five (5) working days of receipt of such notice termination notice, the Contractor files with the CVWMA a certificate evidencing similar insurance coverage 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 Local Jurisdictions, and their elected officials, officers agents and employees, harmless from and defend against all claims (legal, equitable or administrative), damages, losses, and expenses (including expert witness fees), consultant and attorney’s fees, remediation costs, removal costs, clean-up costs and all other costs, liabilities or expenses arising out of or resulting from the Contractor’s performance of services set forth in the resulting Contract, or the failure to provide said services. It is understood that this indemnification shall extend to any and all claims against the CVWMA or the Member Jurisdictions by third parties or agencies of the federal, state or local governments for any environmental liability due to a release of pollutants to the environment, whether imposed by statute, ordinance, regulation or common law, relating to activities under the Contract.

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

charges, CVWMA may agree to a new schedule by written amendment to this Contract. If CVWMA and Contractor are unable to agree on a new schedule, this Contract shall terminate.

**Subcontractors:**

A. Contractor hereby agrees that no subcontractor will be used to perform any of the services to be provided to the CVWMA under this Contract without the advance written approval of the CVWMA. Contractor further agrees that any subcontractor shall meet all CVWMA requirements imposed on the Contractor.

B. Each individual entity of the Contractor that is constituted as a joint venture shall be considered and treated as a subcontractor subject to the conditions applicable to subcontractors under this Contract.

C. Contractor shall be responsible for all actions of subcontractors performed or failed to be performed under this contract.

D. Should the CVWMA provide written approval to the Contractor to use a subcontractor, the Contractor shall:

1. In accordance with the requirements of Virginia Code Section 2.2-4354, if the Contractor engages any subcontractor to perform services or provide goods in connection with Contractor's performance under this Contract, the Contractor shall, within seven (7) days after receipt of amounts paid to the Contractor by the CVWMA for work performed by the subcontractor under that contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the Authority attributable to the work performed by the subcontractor under that contract; or
- b. Notify the CVWMA, in writing, of its 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.b above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month.

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

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

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

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

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

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

b. The Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years following the conclusion of each Contract year or for any longer period required by law.

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

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

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

d. The Contractor shall include the provisions of the foregoing in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

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

f. The Contractor shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986. Any Contractor with more than an average of 50 employees for the previous 12 months entering into the Contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to the Contract. Any such Contractor who fails to comply with this provision shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the Contractor's registration and participation in the E-Verify program.

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

a. The Contractor will provide a drug-free workplace for its employees.

b. The Contractor will post in a conspicuous place(s), available to employees and applicants for employment, a statement notifying employees that the unlawful sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken for violation of this prohibition.

c. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

d. The Contractor will include the provision of the foregoing Subparagraphs a, b and c of this Section in every subcontract or purchase order under this Contract over \$10,000, so that the provisions will be binding upon the Contractor's sub-contractors and employees.

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

officer, agent, servant or employee of the CVWMA or Participating Local Jurisdictions and no such person shall be entitled to any benefits available or granted to employees of the CVWMA.

**Modifications Due to Public Welfare or Change in Law:** In the event any future change in law materially 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 a 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 (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 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 noncompliance. 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 any 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

### SCRAP METAL DELIVERY, HAULING AND RECYCLING SERVICES

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

Subject: Proposal of \_\_\_\_\_ (AN  
INDIVIDUAL/ PARTNERSHIP/ CORPORATION) licensed to do business in the  
Commonwealth of Virginia

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

The undersigned, having carefully read and considered the terms and conditions of the Contract Documents for Scrap Metal Delivery, Hauling, and Recycling Services (CVWMA RFP 24-02) for the jurisdictions of the CVWMA, and being familiar with local conditions affecting the cost of work, does hereby offer to furnish, for the payment amount(s) or at the rates hereinafter set forth, all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the service as specified. This proposal and pricing specified in the Rebate Sheet are valid for ninety (90) days from the date of its submission.

By: \_\_\_\_\_  
Signature Company Name

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

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

\_\_\_\_\_  
Date Telephone

**REBATE PROPOSAL FORM  
SCRAP METAL DELIVERY, HAULING AND RECYCLING SERVICES**

<b>1. DELIVERY OF SCRAP METAL</b>	
<b>Rebate per Metric Ton</b>	
<b>Rebate Calculation:</b> Explain market index to be used to determine rebate paid; explain proposed rebate calculation methodology	
<b>Explain any other Proposed Costs/Rebate</b>	

<b>2. ROLL-OFF SERVICES (hauling and collection)</b>	
<b>Hauling Fee per Switch (40-60 yd Roll-off)</b>	
<b>Rebate per Metric Ton</b>	
<b>Rebate Calculation:</b> Explain market index to be used to determine rebate paid; explain proposed rebate calculation methodology	
<b>Explain any other Proposed Costs/Rebate</b>	

**Note:** *The information requested on this form is mandatory but the use of the form is optional.*

## NON-COLLUSION AFFIDAVIT OF OFFEROR

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

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

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

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

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

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

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

The price or prices set forth in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public, State of

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

## **SECTION 8**

### **OFFEROR'S SUBMITTAL CHECKLIST**

All Offerors submitting a response to the CVWMA RFP 24-02 for Scrap Metal Delivery, Hauling and Recycling Services should insure themselves that the conditions described in this RFP document have been met prior to submitting the proposal. The following checklist is provided to assist the Offeror in verifying the completeness of the proposal.

1. One (1) Original and Electronic Copy
2. Offeror's Proposal Form
3. Rebate Proposal Form
4. Non-Collusion Affidavit of Offeror
5. Most Recent Financial Statements
6. Other Information as Required in the RFP

**SECTION 9**  
**ADDITIONAL INFORMATION**  
**CURRENT COLLECTION SITE LOCATIONS**

**Current Location tonnages of Delivered Scrap Steel**

<i>Location</i>	<i>2023 Tons of Scrap Steel *</i>
Hanover County	1,158
Henrico County	1,248

\* Actual tonnages generated can be more or less than stated above for these two jurisdictions. These numbers are to be used as a guide only in preparing your proposal.

\* Other jurisdictions may choose to deliver material to a processing facility under this Contract in the future. At this time only the two noted above have expressed a desire to do so.

**Service Sites**

<i>Site Name</i>	<i>Location</i>	<i>2023 Tons of Scrap Steel</i>
Eastern Goochland Convenience Center	County of Goochland, Fairgrounds Rd (Rt. 632)	300
Western Goochland Convenience Center	County of Goochland, Hadensville Fife Rd	160
Rt. 618 Convenience Center	County of New Kent. 6301 Olivet Church Road	307
Convenience Center	City of Colonial Heights, off Dimmock Pkwy and Southpark Blvd	13
Convenience Center	City of Hopewell, Public Works Bldg.	37
Powhatan Convenience Center	County of Powhatan, 2407 Mitchell Rd	284

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

**Request for Proposals: RFP 24-02**

The Central Virginia Waste Management Authority (CVWMA) is seeking proposals for delivery, hauling and recycling of scrap metal from various sites located within its service area. The Contract or Contracts resulting from this Request for Proposals will be for a five-year period beginning on or before July 1, 2024. Written responses must be addressed to the CVWMA and received no later than 2:00 p.m., Thursday, December 21, 2024. A copy of the full Request for Proposals is available at [www.CVWMA.com](http://www.CVWMA.com) or from the CVWMA, 2100 West Laburnum Avenue, Suite 105, Richmond, VA 23227. Additional information regarding this Request for Proposals may be obtained by contacting Rich Nolan, Director of Operations, (804) 612-0553 or [rnolan@cvwma.com](mailto:rnolan@cvwma.com).