

Central Virginia Waste Management Authority

Request for Proposals (RFP)

APPLIANCE AND SCRAP METAL HAULING AND RECYCLING

CVWMA RFP 08-39

Issue Date: August 31, 2007

**CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
2100 West Laburnum Avenue, Suite 105
Richmond, Virginia 23227**

**RFP DOCUMENTS
TABLE OF CONTENTS
FOR
APPLIANCE AND SCRAP METAL HAULING AND RECYCLING
FOR THE
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

<u>Section Title</u>	<u>Section Number</u>
Invitation to Respond	1
Background Information	2
Instructions to Offerors	3
Proposal Evaluation	4
Scope of Services	5
General Contract Terms and Conditions	6
Required Forms	7
Offeror's Checklist	8

SECTION 1

INVITATION TO RESPOND

REQUEST FOR PROPOSALS 08-39 PURSUANT TO CODE OF VIRGINIA, TITLE 11, CHAPTER 7 VIRGINIA PUBLIC PROCUREMENT ACT

APPLIANCE AND SCRAP METAL HAULING AND RECYCLING

FOR

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

Offerors must submit to the Central Virginia Waste Management Authority (CVWMA) sealed responses ("Response" or "Proposal") to this Request for Proposals, (RFP) for Appliance, Abandon Motor Vehicle and Scrap Metal Hauling and Recycling Services to be provided by the selected Offeror(s) in the Counties of Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan, and Prince George and the Cities of Colonial Heights, Hopewell, Petersburg, and Richmond (the "Participating Local Jurisdictions") by 10:00 a.m. on Friday, October 12, 2007. Responses must be received by the CVWMA at its Administrative Offices located at 2100 W. Laburnum Avenue, Suite 105, Richmond, Virginia 23227. An Offeror may be an individual, partnership, corporation, limited liability company, or other legal entity. Responses received after 10:00 a.m. on Friday, October 12, 2007 will not be accepted. Certain other terms are defined in Section 6 of this RFP; please refer to these definitions.

Notice of any award or intent to award will be provided to each offeror in writing via fax. Accordingly, when submitting a proposal please provide a fax number and contact information.

As outlined in more detail below, proposals are sought for: (1) Providing Roll-Off Containers, (2) Hauling and Delivery of Containers/Scrap Metal/Appliances to Processing Location(s) (3) Recycling of Scrap Metal (4) Loading and Hauling Abandoned Motor Vehicles from a central storage point in a Participating Local Jurisdiction (5) Removing all substances that may be environmental hazards and processing the motor vehicles for sale as scrap.

Copies of the RFP will be available on line at www.CVWMA.com and daily from 9:00 a.m. to 4:00 p.m., beginning August 31, 2007, at the CVWMA's Administrative Offices. Interested parties may contact Bernard B. Harris, Director of Operations, (804) 359-8413, extension 21, or via email (bharris@cvwma.com) for further information.

A performance bond/letter of credit will be required for any contract resulting from this RFP. It shall be for fifty thousand dollars (\$50,000). The performance bond may be adjusted at each anniversary of the contract at the discretion of CVWMA. The value of

the performance bond/letter of credit will be determined as a part of the negotiation process of this RFP.

An optional Pre-Proposal Conference is scheduled for September 14, 2007, at 10:00 A.M. in the CVWMA Conference Room, 2100 W. Laburnum Avenue, Suite 105, Richmond, Virginia 23227

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SECTION 2
BACKGROUND INFORMATION
APPLIANCE AND SCRAP METAL HAULING AND RECYCLING
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

Introduction

The purpose of this section is to familiarize prospective offerors with the Central Virginia Waste Management Authority's (CVWMA's) current Appliance and Scrap Metal Program and to provide information not included elsewhere in this Request for Proposals (RFP).

Background

The Central Virginia Waste Management Authority (CVWMA) is a political subdivision of the Commonwealth of Virginia formed by 13 local government members: the Cities of Colonial Heights, Hopewell, Richmond, and Petersburg, the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan, and Prince George and the Town of Ashland. The CVWMA service area covers 2,442 square miles and has an estimated population of 1,033,400.

The CVWMA was created by member local governments to provide recycling and other solid waste management services in response to requests from the local governments. The governing body of each of these local governments appoints one or more representatives who collectively serve as the CVWMA Board of Directors.

The CVWMA is incorporated by the State Corporation Commission under the provisions of the Virginia Waste and Water Authorities Act, §15.2-5100 et seq.

Each of the 13 local governments contributes funding to support the operations of the CVWMA. Each program, such as the Appliance and Scrap Metal Program, is paid for separately by the localities that participate in the program.

Current Appliance and Scrap Metal Program

The Central Virginia Waste Management Authority (CVWMA) contracts for an Appliance and Scrap Metal Recycling Program to collect items such as stoves, washers, dryers, refrigerators, freezers, air conditioners and other metal scrap in 40-yard roll-off containers at 11 convenience center sites in 9 localities. Appliances that utilize CFC/HCFC gases for normal operations will have already had those gases evacuated by another CVWMA Contractor. Residents of the Participating Local Jurisdictions bring the appliances and scrap materials to the sites designated under the Contract as collection sites. It is the responsibility of the current Contractor to provide containers, switch the containers on either an on-call or scheduled basis and process and recycle the materials collected at these sites.

A listing with information on the sites is included in this RFP and is found in Appendix 1. The CVWMA reserves the right to increase or reduce the number of containers required at a site, increase or reduce the number of sites and/or to change the location of any site or sites during the term of the Contract or Contracts that will result from this RFP.

The contract for the current program services expires March 31, 2008. The tonnage history for this program is as follows:

<u>FISCAL YEAR</u>	<u>TONNAGE</u>
2002	4,811
2003	4,431
2004	4,613
2005	3,720
2006	3,301
2007	3,165

Each month, there are approximately 75 switches of the roll-off containers. Most of these switches are on call switches where the Contractor is notified of the need for a switch which is then made within 48 hours of notification. The County of Henrico is currently providing its own hauling service, delivering the containers to the processing facility.

The current contractor, Sims Hugo Neu (formerly SimsMetal), supplies CVWMA with the containers and provides the hauling and processing service for the Program. Under the existing contract Sims Hugo Neu is paid a hauling fee for each haul and a per-ton processing fee and CVWMA is paid a market related scrap metal price for the metal.

CVWMA has also contracted with Sims Hugo Nue to collect and process automobiles under the Abandoned Motor Vehicle Program as authorized by Section 46.2-1200 of the Code of Virginia. Currently only the County of Goochland participates in this program. The current contractor loads and hauls the collected Abandoned Motor Vehicles which are accumulated at a central site, removes the potentially hazardous materials which include but are not limited to gasoline, oil and other fluids and processes the vehicles for sale as scrap. Under the existing Contract, the CVWMA pays the Contractor a fee for each vehicle hauled and processed and the Contractor pays the CVWMA a market related price for each gross ton of scrap metal.

Summary of Intent

CVWMA's intent and the purpose of this RFP are to provide the highest quality appliance, Abandoned Motor Vehicle and scrap metal recycling services to the Participating Local Jurisdictions at the best price. CVWMA will select one or more of the respondents to this RFP to fulfill this purpose. The award(s) shall be based upon the quality of the submittal; the experience, background and ability of the offerors to perform the required services; the overall cost to CVWMA and the Participating Local Jurisdictions; the overall quality of the services proposed; and the ability of the offeror to satisfy all criteria set forth in this RFP. To this end, CVWMA has provided as much information as possible to all prospective offerors to allow them to compute fair and reasonable cost proposals. However, it is the sole

responsibility of the offeror to calculate and be responsible for the prices quoted in its proposal.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

SECTION 3
INSTRUCTIONS TO OFFERORS
APPLIANCE AND SCRAP METAL HAULING AND RECYCLING
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

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. Pre-Proposal Conference:

a. *There will be an optional **PRE-PROPOSAL CONFERENCE** on September 14, 2007, at 10:00 a.m. in the CVWMA Conference Room, 2100 West Laburnum Avenue, Suite 105, Richmond, Virginia 23227*

b. At the pre-proposal conference, representatives of the CVWMA will be available to answer questions and explain the intent of this RFP. Questions about, or requested modifications to, the proposal documents submitted in writing and received by the CVWMA at least two (2) days prior to the pre-proposal conference will be addressed at the conference.

The CVWMA will also try to address other questions or concerns that may be raised at this conference. If it deems appropriate, the CVWMA will prepare written answers to questions raised at the pre-proposal conference that relate to interpretation of, or changes to, the proposal documents which the CVWMA deems appropriate for clarification. The answers will be divided into two (2) areas:

- Items requiring only interpretation or explanation.
- Items requiring an addition, deletion or change to the original RFP. Responses to items in this category will be accompanied by the appropriate amended portion of the RFP.

c. All concerns, protests or objections related to the proposal process shall be raised in writing by offerors not later than the conclusion of the pre-proposal conference.

d. Only written interpretations of or changes to the RFP received from the CVWMA may be relied upon by prospective respondents in preparing their proposals. If necessary, such written interpretations or changes will be issued by the CVWMA by 4:00 p.m., September 21, 2007.

2. **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 10:00 a.m. on October 12, 2007. 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 words "PROPOSAL FOR APPLIANCE AND SCRAP METAL 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, 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 10:00 a.m., October 12, 2007. No offeror may withdraw a proposal after the scheduled time specified above for opening the proposals (10:00 a.m., October 12, 2007). Proposals will be considered firm until a Contract is negotiated.

d. One (1) original proposal and three (3) copies must be submitted. 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 name, title and address, phone number, fax number and email as indicated on the Offeror's 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.

e. **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, telegram, telephone, email or modem are not

acceptable. A PROPOSAL MAY NOT BE ALTERED BY THE OFFEROR AFTER THE PROPOSAL DEADLINE.

f. **Notice of Award/Contract Negotiation:** After opening RFP responses. CVWMA will review and select one or more offeror, at its discretion, based on evaluation criteria to negotiate contracts with. Upon selection of offeror(s) to negotiate contract, CVWMA will announce such award and notify those offerors not selected by faxed letter.

3. **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 the offeror's total offer will be corrected accordingly. In the event of mathematical error(s), the unit price will prevail and the offeror's total offer will be corrected accordingly.

4. **Additional Terms and Conditions:** 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 proposal.

5. **Interpretation:** All offerors shall carefully examine the proposal document. Any ambiguities or inconsistencies shall be brought to the attention of the CVWMA or its agent 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. Any questions concerning the intent, meaning and interpretation of the proposal document shall be requested in writing, and received by the CVWMA at least two (2) days prior to the pre-proposal conference. Additional questions concerning the intent, meaning and interpretation of the proposal document which are raised subsequent to the pre-proposal conference shall be made in writing, and received by the CVWMA at least five (5) days prior to the proposal submittal deadline. Written inquires should be addressed to:

Mr. Bernard B. Harris, Director of Operations
Central Virginia Waste Management Authority
2100 West Laburnum Avenue, Suite 105
Richmond, Virginia 23227
(804) 359-8413, extension 21
Bharris@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 proposal document will be made in the form of a written addendum to the proposal document and will be furnished to all prospective offerors who have attended the Pre-Proposal Conference or who have been sent an RFP and will be posted on the CVWMA web site (www.CVWMA.com).

6. 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. Further, all offerors must disclose the name of any CVWMA employee or appointed official who owns, directly or indirectly, an interest of five (5) percent or more in the offerors firm or any of its branches, divisions or subsidiaries.

7. 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.

8. Contractual Agreement: No proposal award shall be final until such time as a Contract as defined in Section 6 of this RFP has been approved by the CVWMA Board of Directors. 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.

9. **Facilities:** The CVWMA or any of its assigns reserves the right to inspect the offeror's facilities and equipment at any reasonable time with prior notice to determine that the offeror has a bona fide place of business, and is a responsible offeror.

10. **Disqualification of Offerors:** If an offeror submits more than one proposal, 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.

11. **Modifications:** After an award is made and during the contract negotiation process, 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 effectuate the intent of this RFP and the CVWMA Appliance and Scrap Metal Hauling and Recycling Program. Although it is possible that certain Terms and Conditions can be modified during the negotiation process, 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.

12. **Performance Bond/Letter of Credit and Commitment Letter:** The selected offeror(s) shall have five (5) days after they sign the Contract execution but prior to the start of service to deliver to the CVWMA a Performance Bond/Letter of Credit. The performance bond/letter of credit shall be executed by an approved independent surety/banking institution authorized to transact business in the Commonwealth of Virginia, guaranteeing both the faithful performance of the proposed contract and the due payment of all lawful claims for all labor, material, and equipment used in the work. The performance bond/letter of credit required for any contract resulting from this RFP shall be for fifty thousand (\$50,000). The performance bond may be adjusted at each

anniversary of the contract. The value of the performance bond/letter of credit may be determined as a part of the negotiation process of this RFP.

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 \$50,000. In addition, it must state that said bond will be delivered within the specified time if the proposed contract is awarded.

It shall be at the CVWMA's option 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.

13. **Insurance:** The CVWMA has set forth its insurance requirements in detail in Section 6, General Contract Terms and Conditions, of this RFP. Offerors are strongly encouraged to review and obtain an understanding of these requirements in detail prior to submitting a proposal.

Each proposal response must also be accompanied by a Certificate of Insurance evidencing the coverage set forth in the General Contract Terms and Conditions. In lieu of said Certificate, the offeror may submit evidence satisfactory to the CVWMA that, in the event that 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 said satisfactory evidence.

14. **Minimum Offeror Requirements:** All offerors must prove to the satisfaction of the CVWMA that they (the offeror) are capable and have, or can obtain, sufficient facilities, equipment and personnel to perform the services specified in this RFP beginning on or about April 1, 2008.

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 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.

15. **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.

16. **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 the required goods and services;
- to reject all proposals and issue a new request for proposals; and
- 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 and if re-advertised. Proposals will also be rejected from offerors who are or have been in default on a previous contract with the CVWMA.

17. **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 Request for Proposals. The CVWMA shall make all such documents available to the offerors, upon request, where authorized and allowed by law.

18. **Proprietary Information:** Proprietary Information and Trade Secrets submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. The CVWMA will honor properly invoked provisions to protect proprietary information in conformity with VA Code Sec. 2.2 - 43 of the Virginia Public Procurement Act.

a. **Tentative Procurement and Contract Dates:**

Proposal package available	August 31, 2007
Optional Pre-proposal conference	September 14, 2007
Proposals due & proposal opening	October 12, 2007
Interviews	October 2007
Recommendation to CVWMA Board of Directors	November 16, 2008
Contract execution	Not later than Feb. 1, 2008
Contract commencement	April 1, 2008

19. **Selection Process:** A proposal evaluation committee, acting on behalf of the CVWMA and consisting of (but not limited to) CVWMA staff, board members, member jurisdiction staff and legal counsel 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. Interviews with those selected are expected to be conducted during October 2007. However, the CVWMA reserves the right to reject all proposals received and to initiate a new competitive procurement process. **Final execution of the proposed contract is anticipated to be completed on or about April 1, 2008.**

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

**SECTION 4
PROPOSAL EVALUATION
APPLIANCE AND SCRAP METAL HAULING AND RECYCLING
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

1. Qualifications And Competency of Offerors

Each offeror is required to submit with the proposal supporting documentation regarding the offeror's qualifications and capacity to cost-effectively perform the work specified in this Request for Proposals (RFP), including the following information, sworn to under oath by offeror:

a. An itemized list of the offeror's equipment for use under the Contract (which may include equipment that the offeror intends to purchase or lease from suppliers). The offeror should identify what is currently owned and what they need to purchase or lease.

b. Where the offeror is a corporation or other legal entity, 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 accepted.

c. Evidence, in form and substance satisfactory to the CVWMA, that the offeror (and/or its affiliated entities) or management (i.e. corporation only 3 years old, but owner in business for 20 years before starting corporation) 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 outlined in the Scope of Services of this RFP.

d. Statement that the offeror has never been debarred from participating in any governmental procurement action, and does not have any such proceeding pending before it at the time of the offer.

2. **Evaluation Criteria**

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

1. Offerors' demonstrated experience and reputation with the provision of goods and/or the performance of service outlined in the Scope of Services of this RFP within the United States on a similar scale. This shall include a summary of general experience, organization experience related to this RFP, experience in this geographic area, performance history, and pertinent contracts. General experience is defined as general background, experience and qualifications of the offeror, including personnel, facilities, equipment, etc.

2. Offeror's proposed cost for the service components included in the offeror's proposal. *Note: As provided under the Virginia Public Procurement Act for procurement of "non-professional" services where competitive negotiations are used, price shall be considered but is not necessarily the sole determining factor in selecting an offeror to contract with.*

3. Evidence of the technical soundness of offeror's proposed procedures and equipment, including the facilities and resources available for the Appliance and Scrap Metal Hauling and Recycling Services.
4. Offeror's financial strength as it pertains to ability to accomplish the objectives of this project without limitation. Financial strength shall include the offeror's financial capacity, working capital and other resources to perform the Contract.
5. Offeror's commitment to and track record in timely and accurate billing and reporting as specified in this RFP.
6. Offeror's ability to provide goods and/or services on the proposed schedule.
7. Offeror's flexibility and capacity to expand and/or reduce the number of collection sites, number of containers at sites and/or the number of collections from sites included in the Appliance and Scrap Metal Program.
8. Offeror's record of compliance with all federal, state and local laws and regulations within the jurisdictions and states in which offeror operates.
9. Offeror's discussion of other specific factors not included elsewhere that support the proposal including:
 - Agreements/arrangements with subcontractors, including how the work will be accomplished within this working relationship.

- Unique arrangements that none or few other entities have that are advantageous for effective implementation of the activities included in this RFP.
- Equipment and procedures to protect personnel from any hazards associated with the activities included in this RFP

B. Selection Process. A proposal evaluation committee, acting on behalf of the CVWMA and consisting of (but not limited to) CVWMA staff, board members, member jurisdiction staff and legal counsel will be organized to review and evaluate all proposals received. One 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. Interviews with those selected are expected to be conducted during October 2007. However, the CVWMA reserves the right to reject all proposals received and to initiate a new competitive procurement process. **Final execution of the proposed contract is anticipated to be completed on or about April 1, 2008.**

C. Proposals should indicate hours of operation and whether service is proposed for weekdays only, weekdays and Saturdays, or 7 days a week. Service within 48 hours of notification of the contractor by the CVWMA is required for service on a by request (on call) basis. Service may also be on a scheduled basis if preferred by the locality in which the site is located.

If necessary an addendum to this RFP may be issued by September 21, 2007 that addresses any questions that might be received or be asked at the Pre-Proposal Conference to be held on September 14, 2007.

Offerors shall provide sufficient explanation and information in order for the CVWMA to make an informed judgment as the offeror's capability to provide integrated services.

SECTION 5
SCOPE OF SERVICES
APPLIANCE AND SCRAP METAL HAULING AND RECYCLING
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

DEFINITIONS

1. *Appliances* - Household machines or devices such as refrigerators, washing machines, stoves, and clothes dryers, commonly called “White Goods” in the waste industry.
2. *Abandoned Motor Vehicles* - is defined as set forth in Section 46.2-1200 of the Code of Virginia. In addition, any motor vehicle appropriately designated by the Participating Local Jurisdiction to be an Abandoned Motor Vehicle shall be deemed to be so.
3. *Authority or CVWMA* - shall mean the Central Virginia Waste Management Authority, the instrumentality created under the provisions of the Virginia Waste and Water Authorities Act, §15.2-5100, et seq., and includes the individual members (or voting alternates) of the CVWMA Board of Directors, and the officers, agents or employees of the Central Virginia Waste Management Authority. For the purposes of this Contract, "Authority" shall not include the governing bodies, the individual elected officials of the Participating Local Jurisdictions served by this Contract, except those elected officials who serve as members or alternates of the CVWMA Board of Directors, nor the employees or agents of the Participating Local Jurisdictions acting on behalf of their employer or principal, respectively.
4. *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.
5. *Contract* – shall mean the written document and all amendments thereto, between the CVWMA and the Contractor, governing the provision of Appliance and Scrap Metal Hauling and Recycling Services.
6. *Contractor* - shall mean the individual, firm, partnership, joint venture, corporation, or association performing Appliance and Scrap Metal Hauling and Recycling Services under this Contract with the Central Virginia Waste Management Authority (CVWMA).
7. *Force Majeure* - Any cause beyond the reasonable control of the party whose performance under this Contract is affected, including but not limited to acts of God, change in law, war, riot, fire, explosion, wind storm, flood, inability to obtain or use

fuel, power, or raw materials, shortage or failure of the usual means of transportation, injunction, action by governments not party to this Contract, accident, and breakdown of machinery or equipment. "Reasonable control" of a party shall specifically exclude that party's ability to reach a resolution in a labor dispute and that party's ability to settle or compromise litigation.

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* - shall mean those CVWMA Member Jurisdictions that have executed the Special Project Service Agreement for Appliance and Scrap Metal 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 similar to the original product.
11. *Recycling Services* - Those services to be performed by the Contractor including: **a)** the delivery and installation of specified Roll-Off Containers at Service Sites designated by the Authority; **b)** collection of Roll-Off Containers according to a schedule defined in the Contract; **c)** exchange of empty Roll-Off Containers for collected containers; **d)** transport of full containers to a metals market or transfer point; **e)** marketing of the recyclable metals; **f)** reporting to the Authority the results of the program; **g)** payment to the Authority according to the terms specified herein the revenue received from the sale of marketed recyclable metals **h)** the performance of any and all other functions and obligations relative or ancillary to the described services and **i)** loading and hauling abandoned autos from Participating Local Jurisdiction collection site, removing fluids and preparing for marketing recyclable metals.
12. *Recyclable Metals* - Those metals (consisting of appliances and other scrap metal) which are deposited in Roll-Off Containers and hauled to a metal market or transfer point for ultimate marketing to a scrap metals dealer. Recyclable Metals shall not include any appliance or other metals which contain Freon, chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), or other hazardous substances.
13. *Roll-Off Container* - A 40 cubic yard, open topped steel container which can be dropped at a specific location, filled with appliances and/or scrap metal, retrieved by a truck designed for such service, and hauled to another location for deposit of the appliances/scrap metal. At the request of any Participating Local Jurisdiction, a trailer or a different sized roll-off container may be substituted for a Roll-Off Container.

14. *Scrap Metal* - Small metallic waste items which may be loaded into a Roll-Off Container without mechanical assistance.
15. *Significant Complaints* - Reports from Participating Local Jurisdictions of late (more than 48 hours) collection of a Roll-Off Container, any occurrence of public or private property damage, or any personal injury to a member of the general public (not including collection crews) resulting from the services performed under the Contract.
16. *Special Project Service Agreement* - shall mean an agreement between the CVWMA and the Participating Local Jurisdictions specifying the terms and conditions under which those jurisdictions will participate in the program outlined in the Contract between the CVWMA and the Contractor.
17. *Service Area* – shall mean that geographic area serviced by the Contractor providing Appliance and Scrap Metal Hauling and Recycling Services pursuant to the Contract at collection sites determined by the CVWMA and Participating Local Jurisdictions.
18. *Service/Collection Site* - Sites where Roll-Off Containers are to be placed. The Authority will notify the Contractor in writing as to the location of Service Sites as those sites are designated by Participating Local Jurisdictions over the term of this Contract. These sites may be altered.
19. *On-Call Switch (Pull)* - shall mean a switch that is made by the Contractor within forty-eight (48) hours after receiving notification from the CVWMA.
20. *Switch/Pull* - shall mean removal of the roll-off container currently at the Collection Site and its simultaneous replacement with a clean, empty container.
21. *Scheduled Switch (Pull)* - shall mean a switch that occurs on a day(s) specified by the Participating Local Jurisdiction and communicated to the Contractor by CVWMA.
22. *White Goods* - shall mean Appliances or Household machines or devices such as refrigerators, washing machines, stoves, and clothes dryers.

SERVICE COMPONENTS

Proposals are sought for the following services: The CVWMA reserves the right to award multiple contracts to the offeror or offerors submitting the most responsive proposal(s) incorporating the services outlined below based on the best interests of the CVWMA and its member jurisdictions in terms of the overall combination of quality, price and required service elements.

- A. Deliver and position specified recycling Roll-Off Containers at the designated Service Site(s). On-site representatives of the Participating Local Jurisdiction shall have authority to direct the precise location of the Roll-Off Container when it is initially placed.
- B. Collect full Roll-Off Containers and simultaneously provide replacement empty containers within 48 hours of requested service by CVWMA member Local Participating Jurisdictions or upon an agreed upon schedule.
- C. Transport Recyclable Metals/Appliances/Abandoned Motor Vehicles to a transfer point or directly to a recycler so that the materials that are collected are recycled / reused. At the Participating Local Jurisdiction's option the recyclable Metals may be self-hauled to the processing facility. The Participating Local Jurisdiction may also elect to live-load the recyclable metals.
- D. Maintain clean, safe containers and replace or repair containers damaged by Contractor. Replacement or repair costs associated with acts of vandalism while the container is at a Service Site will be borne by the Participating Local Jurisdiction in which the Service Site is located.
- E. Market the Recyclable Metals collected for reuse by manufacturers or for other reuse activities.
- F. Give prompt and courteous attention to all complaints made directly to the Contractor by representatives of Participating Local Jurisdictions.
- G. Report to CVWMA the results of the program as follows:
 - a. **24 Hour Reports:** The CVWMA shall be notified within 24 hours of the receipt of Significant Complaints, as defined herein, and a written

explanation shall be provided of findings and a timetable for corrective measures taken, if any.

b. Monthly Reports:

- i. Weight of Recyclable Materials collected and hauled for each Service Site. Each load of Recyclable Metals collected shall be weighed and individual load weights and the collection date shall be provided for each Service Site.
 - ii. 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.
- H. Forward revenue or invoice for services rendered to the CVWMA by the 10th of the month following the month in which the materials were collected and the services rendered.
- I. Annual Recycling Rate Report: Contractor shall provide information for the annual Virginia Recycling Rate Report as specified in VAC 20-130-10 et seq. upon request by CVWMA.

Offeror agrees that, in the performance of Appliance and Scrap Metal Hauling and Recycling Services and the performance of other work and services under any Contract awarded from this RFP, Offeror 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 the Contract, which are applicable to Offeror, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

SECTION 6

GENERAL CONTRACT TERMS AND CONDITIONS

APPLIANCE AND SCRAP METAL HAULING AND RECYCLING

FOR

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

The material included in this section (Section 6) are part of this RFP but will also be part of the contract(s), or portions of the contracts if multiple vendors are selected, once executed.

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.

1. *Abandoned Motor Vehicle* - is defined as set forth in Section 46.2-1200 of the Code of Virginia. In addition, any motor vehicle appropriately designated by the Participating Local Jurisdiction to be an Abandoned Motor Vehicle shall be deemed to be so.
2. *Appliances* - shall mean household machines such as refrigerators, washing machines, stoves, and clothes dryers, commonly called "White Goods" in the waste industry.
3. *Authority or CVWMA* - shall mean the Central Virginia Waste Management Authority, the instrumentality created under the provisions of the Virginia Waste and Water Authorities Act, §15.2-5100 *et. seq.*, and includes the individual members (or voting alternates) of the CVWMA Board of Directors, and the officers, agents or employees of the Central Virginia Waste Management Authority. For the purposes of this Contract, "Authority" shall not include the governing bodies, the individual elected officials of the participating local jurisdictions served by this Contract, except those elected officials who serve as members or alternates of the CVWMA Board of Directors, nor the employees or agents of the participating local jurisdictions acting on behalf of their employer or principal, respectively.
4. *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.
5. *Contract* – shall mean the written document and all amendments thereto, between the CVWMA and the Contractor, governing the provision of Appliance and Scrap Metal Hauling and Recycling Services.

6. *Contractor* - shall mean the individual, firm, partnership, joint venture, corporation, or association performing Appliance and Scrap Metal Hauling and Recycling Services under this Contract with the Central Virginia Waste Management Authority (CVWMA).
7. *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, wind storm, flood, inability to obtain or use fuel, power, or raw materials, shortage or failure of the usual means of transportation, injunction, action by governments not party to this Contract, accident, breakdown of machinery or equipment. "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.
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* - shall mean those CVWMA Member Jurisdictions that have executed the Special Project Service Agreement for Appliance and Scrap Metal Hauling and Recycling Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
10. *Recycling* - shall mean the process of separating a given waste material from the waste stream and processing it so that it is again used as a raw material for a product, which may or may not be similar to the original product.
11. *Recycling Services* - Those services to be performed by the Contractor including: **a)** the delivery and installation of specified Roll-Off Containers at Service Sites designated by the Authority; **b)** collection of Roll-Off Containers according to a schedule defined in the Contract; **c)** exchange of empty Roll-Off Containers for collected containers; **d)** transport of full containers to a metals market or transfer point; **e)** marketing of the recyclable metals; **f)** reporting to the Authority the results of the program; **g)** payment to the Authority according to the terms specified herein the revenue received from the sale of marketed recyclable metals **h)** the performance of any and all other functions and obligations relative or ancillary to the described services and **i)** loading and hauling abandoned autos from Participating Local Jurisdiction collection site, removing fluids and preparing for marketing recyclable metals.
12. *Recyclable Metals* - Those metals (consisting of Appliances and other scrap metal) which are deposited in Roll-Off Containers and hauled to a metal market or transfer point for ultimate marketing to a scrap metals dealer. Recyclable Metals shall not include any Appliance or other metals which contain Freon, chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), or other hazardous substances.

13. *Roll-Off Container* - A 40 cubic yard, open topped steel container which can be dropped at a specific location, filled with appliances and/or scrap metal, retrieved by a truck designed for such service, and hauled to another location for deposit of the appliances/scrap metal. At the request of any Participating Local Jurisdiction, a trailer or different sized roll-off container may be substituted for a Roll-Off Container.
14. *Scrap Metal* - Small metallic waste items which may be loaded into a Roll-Off Container without mechanical assistance.
15. *Significant Complaints* - Reports from Participating Local Jurisdictions of late (more than 48 hours) collection of a Roll-Off Container, any occurrence of public or private property damage, or any personal injury to a member of the general public (not including collection crews) resulting from the services performed under this Contract.
16. *Special Project Service Agreement* - shall mean an agreement between the CVWMA and the Participating Local Jurisdictions specifying the terms and conditions under which those jurisdictions will participate in the program outlined in the Contract between the CVWMA and the Contractor.
17. *Service Area* – shall mean that geographic area serviced by the Contractor providing Appliance and Scrap Metal Hauling and Recycling Services pursuant to this Contract at collection sites determined by the CVWMA and Participating Local Jurisdictions.
18. *Service/Collection Site* - shall mean sites where Appliance and Scrap Metal Hauling and Recycling are to be performed. The CVWMA will notify the Contractor in writing as to the location of Collection Sites as those sites are designated by Participating Local Jurisdictions over the term of the Contract.
19. *On-Call Switch (pull)* - shall mean a switch that is made by the Contractor within forty-eight (48) hours after receiving notification from the CVWMA.
20. *Switch/Pull* - shall mean removal of the roll-off container currently at the Collection Site and its simultaneous replacement with a clean, empty container.
21. *Scheduled Switch (Pull)* - shall mean a switch that occurs on a day(s) specified by the Participating Local Jurisdiction and communicated to the Contractor by CVWMA.
22. *White Goods* - shall mean Appliances or Household machines or devices such as refrigerators, washing machines, stoves, and clothes dryers.

In addition to outlining the Scope of Service as referenced in Section 5 of this RFP any Contract(s) resulting from this RFP shall include, but not necessarily be limited to, the following terms and conditions:

- 1. Term of Contract**

A. Initial term. Any Contract(s) resulting from this Request for Proposals shall be for a seven (7) year term commencing on or about April 1, 2008.

B. Option to Renew. The CVWMA and the Contractor, by written mutual agreement, may extend this Contract under the same terms and conditions for one (1) additional five (5) year period. However, during the renewal process the Contractor may petition CVWMA to modify an existing term to reflect any market change to effectuate the intent and scope of services outlined in this Contract. The written agreement to extend the Contract shall be made not less than one hundred eighty (180) days prior to the expiration of its term.

2. 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 coverages 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 Contractor specifying such limits, with the CVWMA and each Participating Local Jurisdiction participating in this proposed project named as additional insured parties. In addition, the insurer shall agree to give the CVWMA thirty (30) days 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 the initial seven-year period.

- A. Worker's Compensation
Coverage A - Statutory Requirements

- B. Automobile Liability, Including Owned, Non-Owned and Hired Car Coverage
Limits of Liability - \$4,000,000 Combined Single Limit for Bodily Injury and Property Damage

- C. Comprehensive General Liability
Limits of Liability - \$4,000,000 Combined Single Limit for Bodily Injury and Property Damage
Including: Completed Operations/Products
Contractual Liability for Specified Agreements
Personal Injury
Broad Form Property Damage

NOTE: The levels of coverage required in B. and C. can be met either by

the primary policy alone or in concert with an excess liability policy.

This Contract shall be subject to termination by the CVWMA at any time if said insurance shall be 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.

3. Indemnification

A. The Contractor shall indemnify and hold the CVWMA and the Participating Local Jurisdictions, and their officers, agents and employees harmless from and defend against all claims, damages, losses and expenses, including attorney's fees, of whatever kind or nature arising out of or resulting from the Contractor's or any of its subcontractor's providing or failure to provide any construction, product, goods, or services required under this Contract, including, but not limited to, any such claim, damage, loss or expense, that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, or to economic loss; provided, however, that the Contractor's indemnification obligation under the scope of service of this Contract shall be limited to claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the Contractor or any subcontractor performing work required by the Contractor's Contract with the CVWMA, or anyone directly or indirectly employed by any of them or anyone for whose acts the Contractor or any subcontractor may be liable. Bringing of a suit on one or more causes of action will not prejudice or bar subsequent suits on any other causes of action, whether it accrued before or after the first suit. This section shall survive the expiration term of the Contract.

B. The Contractor shall indemnify and hold the CVWMA and the Participating Local Jurisdictions, and their officers, agents and employees harmless from and defend against all claims (legal, equitable or administrative), damages, losses, expenses (including expert witness fees), consultant and attorney fees, remediation costs, removal costs, clean-up costs and all other costs, liabilities or expenses arising out of or resulting from the performance of services set forth in this Contract, or the failure to perform said services or any failure to abide or comply with any federal, state or local government stature, law or ordinance applicable to the Contractors provision of scope of services. It is understood that this indemnification shall extend to any and all claims against the CVWMA or the Participating Local 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 this Contract. It is expressly understood that the CVWMA and the Participating Local Jurisdictions shall have no title to any of the materials collected and transported by the Contractor pursuant to the terms of this Contract. This Section shall survive the expiration or termination of this Contract.

4. Performance Bond or Letter of Credit

A. The Contractor shall furnish to the CVWMA, and keep current during the term of this Contract, including renewals if applicable, a performance bond for the faithful performance of the Contract and all obligations arising hereunder in an amount equal to fifty thousand dollars (\$50,000). The performance bond may be adjusted at each anniversary of the Contract. 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 and included as an Attachment to this Contract, attached hereto and included herein, covering the faithful 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.

B. 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.

C. This 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. This Contract will not be terminated, if within five (5) working days of receipt of such notice if the Contractor files with the CVWMA a similar bond or letter of credit to be effective for the balance of the Contract period.

5. Quantities

With regard to services, this is a "requirements" based Contract and no minimum is guaranteed or implied as quantities are subject to fluctuation based on utilization of the collection sites by the public.

6. Title to Materials

Title to materials collected from the designated sites shall vest in the Contractor upon collection of such materials from those sites. Title to all materials collected under the terms of the Contract shall ultimately vest to the Contractor providing processing services for such materials. CVWMA shall not obtain or retain title to any materials at any point in time. This Section shall survive the expiration or termination of the Contract.

7. Non-Appropriation

The Appliance and Scrap Metal Hauling and Recycling Hauling Services implemented and governed by this Contract are funded solely through funds appropriated to the CVWMA by the Participating Local Jurisdictions. The continuation of the terms, conditions and provisions of this Agreement beyond the end of any Participating Local Jurisdiction's fiscal year is subject to the approval and ratification by the governing body of the Participating Local Jurisdiction and appropriation of the necessary money to fund the Agreement for the succeeding fiscal year by that Participating Local Jurisdiction. Should governing body the Participating Local Jurisdiction fail to appropriate necessary funding for appliance and scrap metal hauling and recycling, the Participating Local Jurisdiction may terminate this Agreement or any unfunded portion of this Agreement without incurring any penalty, liability or additional costs whatsoever.

8. Force Majeure

A. Force Majeure shall mean any cause beyond the reasonable control of the party whose performance is affected, including but not limited to acts of God, war, riot, fire, explosion, wind storm, flood, inability to obtain or use fuel, power, or raw materials, shortage or failure of the usual means of transportation, injunction, action by governments not party to this Contract, accident, or breakdown of machinery or equipment. 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.

B. It is mutually understood and agreed by the parties that the Contractor shall be relieved of its obligations under this Contract during any period or periods of time when Force Majeure, as defined herein, is in effect to the extent that such event prevents Contractor's performance. The Contractor shall use reasonable efforts to overcome the effects of a Force Majeure event and, to the extent affected thereby, shall be entitled to petition the CVWMA for an adjustment of the financial or other relevant terms of the Contract. Said petition shall provide sufficient evidence to allow the CVWMA to reach a determination of the nature, extent and effect of the Force Majeure event (e.g. the cost to or other ramifications upon the CVWMA) should the petition be approved by the CVWMA. Said determination shall be made within the reasonable discretion of the CVWMA.

C. Should Contractor be unable by reason of Force Majeure to render performance within two (2) business days of receipt of notice according the terms of this Contract, the CVWMA shall have the right to secure another vendor to perform any or all portions of the service provided by Contractor under this Contract. The CVWMA shall have the right to Contract for alternative service to be provided by another vendor during Force Majeure. In the event that either the period of Force Majeure or the term of any contingency service Contract awarded by the CVWMA to an alternate vendor for continuation of Appliance and Scrap Metal Hauling and Recycling Services during the Force Majeure interruption of this Contract, should end prior to the expiration of this Contract, the CVWMA shall resume service with Contractor or its subcontractors according to the terms of this Contract. However, if, as a condition of obtaining service from the alternate vendor, the CVWMA was required to Contract for services provided herein for a time period exceeding the termination of the Force Majeure event, the CVWMA shall have the right to continue service through an alternate Contractor for the duration of the original term of the implementing Contract. Should CVWMA secure another vendor by reason of Force Majeure to perform any portion of the services provided by Contractor, Contractor shall not be liable to compensate CVWMA for the services of that vendor.

D. At any time that Force Majeure is in effect, it is understood by the parties to this Contract that the CVWMA shall not be obligated to pay service fees to Contractor for any or all service interrupted by reason of Force Majeure. Notwithstanding any interruption of this Contract due to a Force Majeure event, the Contractor shall be entitled to compensation from the CVWMA for all work completed up to the date of notification of the interruption of service due to reasons of a Force Majeure event.

9. 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 either before service commences or during performance of Contract. Inspection of the equipment, facilities and materials collected shall be on demand. Inspection of other records shall be in accordance with the Section of this Contract pertaining to Contractor's Records.

10. Contractor's Records

Contractor shall maintain its books and records related to the performance of this Contract in accordance with the following minimum requirements:

A. Contractor shall maintain and shall require any subcontractor to maintain any and all documents, ledgers, books of accounts, 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 after the conclusion of each contract year of the Contract, or for any longer period required by law.

B. Contractor shall maintain and shall require any subcontractor to maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years after the conclusion of each year of the Contract, or for any longer period required by law.

C. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time, during regular business hours, upon prior forty-eight (48) hour written request by the CVWMA. Evidence of Contractor's attempt to comply with this response time, if provided by Contractor within forty-eight (48) hours, shall constitute a reasonable effort by Contractor. Under no circumstances shall Contractor take more than five (5) business days from the date of receipt of said notice to comply with this Section of the Contract. The records shall be available to the CVWMA representative at Contractor's place of business.

11. 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 compensate CVWMA and/or its Member Jurisdictions for the inconvenience and cost of addressing such non-performance. 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 Authority's intent to invoke the payment for non-performance clause for Contract violations. The penalties are as follows:

1. Failure to provide collection services based on an agreed upon schedule or if on-call basis, within 48 hours of notification by the CVWMA. \$100.00 per occurrence
2. Failure to process the appliances and scrap metal in a manner that complies with applicable federal, state and local law and regulation. \$250.00 per occurrence

12. 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, 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 not capable of being corrected within ten (10) working days, 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.

If the defaulting party fails to correct the default as provided above or it is such a default that can not be corrected or remediated, 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) already 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 right to contract with others to perform the services otherwise to be performed by Contractor or to perform such services itself. Contractor shall be responsible for the cost difference if others charge more.

In the event that Contractor files a petition in bankruptcy court or is the subject of an involuntary bankruptcy proceeding, 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.

13. Right to Require Performance

The failure of the CVWMA at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the CVWMA thereafter to enforce same. Nor shall waiver by the CVWMA of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

14. Method of Payment and Adjustments

A. 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. Invoices shall not be considered complete until required monthly reporting is received. The specific monthly reporting must include, the weights and dates on which pulls were made for each Collection Site.

B. 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 revenue with the monthly report to CVWMA not later than the tenth day of the month following the month during which services were provided.

C. An annual adjustment may be made to reflect the general increase in the cost of operations effective on the Contract's anniversary date. Contract fees will increase at a rate not to exceed the U.S. Consumer Price Index for All Urban Consumers (CPI-U) for the preceding twelve-month period, but the increase shall not exceed five (5) percent per year notwithstanding, at Contract renewal time, if any, Contractor may petition for additional price increases granted solely at CVWMA's discretion.

D. The Contractor may petition the CVWMA at any time for adjustments or additions to associated fees on the basis of unusual changes, such as new or revised laws, ordinances or regulations. The CVWMA shall have the right, as a pre-condition for approval of such petition, to demand inspections by itself, or by an independent auditor, of pertinent records that demonstrate the "unusual changes" resulting in the need for an adjustment to the fees.

E. Should the Contractor offer any CVWMA member jurisdiction a price for goods and/or services covered by this Contract that is lower or payment for commodities that is more advantageous than that set by this Contract, the Contractor shall be obligated to provide the CVWMA those services at the same cost and provide the CVWMA the same commodity payment arrangements.

15. Compliance with Equal Opportunity

During the performance of this Contract, Contractor agrees as follows:

A. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. 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. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that 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 purposes of meeting the requirements of this Section.

D. Contractor will include the provisions of the foregoing paragraphs A, B, and C of this Section in every subcontract or purchase order related to this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

E. 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 performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, which is made part of this Contract by reference, and with any other applicable provision of federal or state law guaranteeing equal employment opportunity.

16. Law to Govern

This Contract is entered into and is to be performed in the Commonwealth of Virginia. The CVWMA and Contractor agree that the laws of the Commonwealth of Virginia shall govern the rights, obligations, duties and liabilities of the parties to this Contract and shall govern the interpretation of this Contract. Any and all legal action necessary to enforce this Contract will be filed in the General District and/or Circuit Court of the City of Richmond, Virginia, regardless of the location of or the geographic circumstances of the dispute.

17. Compliance with Laws and Regulations

Contractor agrees that, in the performance of Appliance and Scrap Metal Hauling and Recycling Services and the performance of other work and services under this 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, with respect to the work and services described herein.

18. Permits and Licenses

Contractor, at its sole cost and expense, shall maintain throughout the term of this Contract all federal, state and/or local government permits, licenses and approvals necessary or required for Contractor to perform the work and services described herein.

19. 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 maybe entitled to petition for an adjustment to the Service Fee(s) 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.

20. Severability

Should any term, provision or other part of this Contract be declared illegal by a Court of competent jurisdiction, it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of the Contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In cases of illegal and/or invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.

21. Assignment and Change of Ownership

A. No assignment of this Contract or any right accruing under this Contract shall be made, in whole or in part, by Contractor without the express written consent of the CVWMA, which consent shall not be unreasonably withheld. The assignment of any Contract duties will require the written consent of the surety, applicable financial institution or insurance carrier in order to ensure that neither Contractor nor its surety, applicable financial institution or insurance carrier will be relieved of any liability and/or obligation to perform unless the assignee provides the surety required under this Contract and so long as the original surety remains liable

for services either improperly or not performed by Contractor prior to the assignment of this Contract.

B. This Contract shall be binding upon the parties hereto, their legal heirs, representatives, successors and assigns.

22. 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 the Participating Local Jurisdictions. Except as otherwise provided under this Contract, Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same. 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, and no such person shall be entitled to any benefits available or granted to employees of the CVWMA.

23. Subcontractors and Joint Ventures

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 advance written approval of the CVWMA. Contractor further agrees that any subcontractor shall meet all CVWMA requirements imposed on Contractor.

B. Each individual entity of 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. It is understood that Contractor's national cooperative marketing agreements with other corporations shall not be defined as a subcontract or joint venture relationship under this Section.

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

24. Contingent Fee Warranty and Conflict of Interest

A. Contractor warrants that no person or persons have been employed or retained for the purpose of soliciting or securing this Contract. Contractor further warrants that no person or company has been or will be paid any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Contract. For breach of one or both of the foregoing warranties, CVWMA shall have the right to terminate this Contract without liability, or, at its discretion, to recover the full amount of said prohibited fee, commission, percentage, brokerage fee, or contingent fee.

B. Contractor hereby certifies that to the best of its knowledge, no employee of the CVWMA, nor any member thereof, nor any public agency or official effected by this Contract, has any pecuniary interest in the business of Contractor, and that no person associated with Contractor has any interest that would conflict in any manner with the performance of the Contract.

25. Amendment

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by all the parties. The written modification shall become effective according to the schedule agreed upon by the parties and set forth in any amendment to this Contract.

26. Merger Clause - Previous Agreement Superseded

This Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of the Contract if they alter, vary, or contradict the Contract.

27. Titles of Section

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

28. No Third Party Beneficiary

Nothing contained in this Contract is intended to benefit or confer any rights on any person or entity not a party to this Contract, and no such other person or entity shall have any right or cause of action hereunder

29. Construction

The Contract is intended to express the mutual intent of the parties and, irrespective of the identity of the party preparing the Contract or any document or instrument referred to herein, no rule of strict construction against the party preparing a document shall be applied.

30. 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 and shall insure all its subcontractors comply with the same. 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 30 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.

REMAINDER OF PAGE INTENTIONALLY BLANK

SECTION 7
REQUIRED FORMS
APPLIANCE AND SCRAP METAL HAULING AND RECYCLING
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

NON-COLLUSION AFFIDAVIT OF OFFEROR

State of _____)

)ss

County of _____)

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the offeror that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. 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
5. The price or prices set forth in the attached RFP 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 _____, 2007.

Notary Public, State of _____
My Commission Expires: _____.

OFFEROR'S PROPOSAL

**APPLIANCE AND SCRAP METAL HAULING AND RECYCLING
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

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

Proposal of _____ (AN INDIVIDUAL, A PARTNERSHIP,
A CORPORATION, A LIMITED 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 Request for Proposals for Appliance and Scrap Metal Hauling and Recycling Services - CVWMA RFP 08-39 - for one or more of the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan, Prince George, the Cities of Colonial Heights, Hopewell, Petersburg, Richmond and the Town of Ashland, Virginia, 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: _____

Name

Title

Company

State of Incorporation or Formation

Address

Area Code and Telephone Number

State of _____ City/County of _____ on
_____, 2007:

The individual whose name is signed to the foregoing instrument appeared before me, acknowledged the foregoing signature as his/hers, and having been duly sworn by me, made an oath that the statements in the said instrument are true.

My commission expires: _____

Signature

COST PROPOSAL FORM 1

**APPLIANCE AND SCRAP METAL HAULING AND RECYCLING
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
RFP 08-39**

1. Hauling Fee per Switch (40 yd Roll-Off)	_____

2. Processing fee per Ton	_____
3. Revenue Calculation: Explain market index to be used to determine price paid; prices offered should be proposed with and without a proposed floor and ceiling; explain proposed revenue calculation methodology	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____
4. Explain any other Proposed Costs/Revenues including Abandoned Autos	

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

Offeror should provide a detailed description of the collection process that is being proposed to included type of containers and type and number of collection vehicles. The number of anticipated “spare/switch/expansion” containers included in the proposal should also be identified along with the offeror’s ability to provide additional containers as needed.

APPENDIX 1

APPLIANCE AND SCRAP METAL HAULING AND RECYCLING

FOR

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

RFP 08-39

Current Service Sites

<u>Site Name</u>	<u>Location</u>
Northern Area Convenience Center	County of Chesterfield, 3200 Warbro Rd
Southern Area Convenience Center	County of Chesterfield, 6700 Landfill Rd (off Ironbridge Rd)
Eastern Goochland Convenience Center	County of Goochland, Fairgrounds Rd (Rt. 632)
Western Goochland Convenience Center	County of Goochland, Hadensville Fife Rd
Charles City Rd Public Use Area	County of Henrico, 2075 Charles City Rd
Rt. 618 Convenience Center	County of NewKent. 6301 Olivet Church Road
Petersburg Landfill	City of Petersburg
Prince George Convenience Center	County of Prince George, Rt 649
Convenience Center	City of Colonial Heights, off Dimmock Pkwy and Southpark Blvd
Convenience Center	City of Hopewell
Powhatan Convenience Center	County of Powhatan, 2407 Mitchell Rd

SECTION 8

OFFEROR'S SUBMITTAL CHECKLIST

APPLIANCE AND SCRAP METAL HAULING AND RECYCLING

FOR

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

All offerors submitting a response to the CVWMA RFP for Appliance and Scrap Metal 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 Three (3) Copies of the Proposal	
2.	Non-Collusion Affidavit Of Offeror	
3.	Cost / Revenue Proposal Information	
4.	Performance Bond Commitment Letter	
5.	Equipment Listing	
6.	Certificates of Insurance or Evidence Thereof	
7.	Financial Statements	

PUBLIC NOTICE

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

Appliance and Scrap Metal Hauling and Recycling Services CVWMA Request for Proposals 08-39

The Central Virginia Waste Management Authority (CVWMA) is seeking proposals for appliance and scrap metal hauling and recycling services to provide containers and hauling services for appliances and other scrap metal from various collection sites located within its service area. The contract or contracts resulting from this Request for Proposals will be for a seven-year period beginning on or about April 1, 2008. Written responses must be addressed to the CVWMA and received no later than 10:00 a.m., October 12, 2007. A copy of the full Request for Proposals is available at www.CVWMA.com or from the CVWMA, 2100 West Laburnum Avenue, Suite 105, Richmond, VA 23227; (804) 359-8413. Additional information regarding this Request for Proposals may be obtained by calling Bernard B. Harris, Director of Operations, (804) 359-8413, ext. 21.