

**Central Virginia Waste Management Authority
Request for Proposals (RFP)**

Solid Waste Transporting and Disposal Services

Proposed Contract CVWMA RFP 12-51

Issue Date: May 1, 2012

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

**RFP DOCUMENTS
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FOR
SOLID WASTE TRANSPORTING AND DISPOSAL SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY**

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SECTION 1
INVITATION TO RESPOND
REQUEST FOR PROPOSALS 12-51
SOLID WASTE TRANSPORTING AND DISPOSAL SERVICES
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 Transporting and Disposal Services to be provided beginning on or about July 1, 2013, by the selected Offeror(s) in the Participating Local Jurisdictions by 2:00 p.m. on May 31, 2012. 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 company, or other legal entity. Certain other terms are defined in Section 6 of this RFP. Please refer to these definitions while preparing your response. Anything deemed as a trade secret or proprietary information shall be marked as such pursuant to Va Code Section 2.2-4342.

Offerors should submit proposals for services outlined in Section 5, Scope of Services, for Solid Waste Transporting and Disposal for the various convenience centers identified.

The CVWMA reserves the right to award a contract(s) for the requested services to the Offeror or Offerors submitting the most responsive proposal(s) 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.

Copies of the RFP will be available Monday through Friday from 9:00 a.m. to 4:00 p.m., beginning May 1, 2012, at the CVWMA’s Administrative Offices and on the CVWMA web site, www.CVWMA.com. Interested parties may contact Bernard B. Harris, Director of Operations, (804) 359-8413; Bharris@CVWMA.com for further information. As CVWMA, not the individual participating local jurisdictions, is issuing this RFP all questions should be directed to CVWMA.

All Offerors of goods and/or services under the terms of this RFP will be required to provide a letter of commitment for a performance bond/letter of credit from an approved surety/financial institution. The performance bond/letter of credit required for any contract resulting from this RFP shall be fifty (50) percent of the estimated annual cost to the CVWMA of the goods provided/services performed under the contract. The amount of the required performance bond may be adjusted at each anniversary of the contract.

A Pre-Proposal Conference Is Scheduled For Thursday, May 10, 2012, at 9:00 a.m. in the CVWMA Conference Room, 2100 W. Laburnum Avenue, Suite 105, Richmond, Virginia 23227

SECTION 2
INTRODUCTION
SOLID WASTE TRANSPORTING AND DISPOSAL SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

1. Introduction

The following sections describe the intent, background, general information, and the evaluation and selection process regarding this request for proposals (RFP) for comprehensive Transporting and Disposal Services for various convenience centers. This RFP defines the service standards, specifications and proposal requirements of the comprehensive services requested. This procurement process is governed by VA Code 2.2-43 et seq.

2. Statement of Intent

The Central Virginia Waste Management Authority (CVWMA) is seeking proposals from qualified firms for Transporting and Disposal Services to be provided beginning on or about July 1, 2013, by the selected Offeror(s) at the sites identified in this RFP. Proposals shall include Solid Waste Transporting and proper disposal for the waste collected from each identified site; provision and service of equipment for specified facilities; and any other identified site modifications, upgrades or improvement identified at the various sites.

CVWMA's intent and the purpose of this RFP are to provide the highest quality Solid Waste Transporting and Disposal Services to the Participating Local Jurisdictions. CVWMA intends to select an Offeror or Offerors to this RFP to fulfill this purpose. The award(s) shall be based upon the quality of the submittal; the experience, background and ability of the Offeror or Offerors to perform the required services; the cost to CVWMA and the Participating Local Jurisdiction; the overall quality of the services proposed; and the ability of the Offeror or Offerors to satisfy all criteria set forth in this RFP. To this end, CVWMA has provided as much information as possible to all prospective Offerors to allow them to compute fair and reasonable cost proposals. However, it is the sole responsibility of the Offeror to calculate and be responsible for the prices quoted in its proposal.

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

3. Background

The purpose of this section is to familiarize prospective Offerors with the current solid waste collection, hauling and disposal process for the various Participating Local Jurisdictions and to provide information not included elsewhere in this Request for Proposals (RFP).

The 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 a population of 1,104,224 according to the 2010 Weldon Cooper estimates.

The CVWMA is a regional waste and water authority 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 Water and Waste Authorities Act, §15.2-5100 et seq.

Each of the 13 local governments contributes funding to support the operations of the CVWMA. The CVWMA procures and administers various municipal solid waste and recycling programs through contracts with the private sector. Localities select the programs in which they participate and pay for the costs of services for each program in which they participate. Not every locality participates in every CVWMA Contract.

4. Goals and Objectives

The following goals and objectives are established for this RFP:

1. Service:

- a. To provide quantity, quality, accountability and management of transport and disposal services from designated facilities.
- b. To provide efficient and cost effective operations at the various convenience centers located within Participating Local Jurisdictions.
- c. To utilize available technology to improve efficiencies and costs.
- d. To consider alternative service options for sites such as relocation of equipment, revised traffic flow, new equipment/technology and any other suggestions the Offeror might have.

2. Safety:

- a. To improve the safety of sites by improving traffic flow and container switching to avoid potential conflicts within sites.

3. Economic (Price/Cost):

- a. To obtain cost efficient transporting and disposal service for the Participating Local Jurisdictions and their residents.
- b. To maximize the efficiency in loading and hauling.
- c. To mitigate impacts on roads and streets and the need for costly road clean-up.

4. Environmental and Aesthetics:

- a. To better manage the waste stream and increase recycling.
- b. To improve management and control in order to designate that Solid Waste from the various sites be delivered to the most suitable and cost effective disposal/recovery location.
- c. To reduce the amount of resources required for the operations.
- d. To reduce the amount of pollutants, including odor and dust, emitted into the atmosphere at the sites and during hauling.
- e. To reduce truck traffic and its associated noise, odor and dust.
- f. To provide cleaner and better looking sites and roads to and from them.

5. Planning and Control Process:

- a. To efficiently manage a planning and control process to achieve the above stated goals.
- b. To encourage participation of all interested parties in the planning and control process.

5. Summary Scope of Services

The proposed contract services specified in this RFP are to be provided in a manner similar to the existing transporting and disposal services for the individual sites. However, CVWMA welcomes responses that provide alternative arrangements for achieving this goal as the overarching goal is efficient, safe cost effective transportation and disposal of waste. The CVWMA encourages Offerors to submit the “best value” proposal possible to continue this service. It is the responsibility of Offerors to inform themselves of the conditions and operations at the individual sites but the following is an overview of the equipment and activity level at each of the existing sites. This data is for informational purposes only, and is not a guaranty of amounts. Further, to extent Offeror seeks to modify equipment (at their cost) CVWMA would be open to suggestions. Compactors and roll-offs currently at the sites are owned by the current Contractor.

County of Chesterfield:

- Northern Area Convenience Center: 3200 Warbro Rd.
 - Solid Waste is dumped over a wall into 100 cubic-yard open-top trailers
 - Loads are tamped with a front end loader to assure maximum legal weights
 - Seven (7) 100 cubic-yard open-top trailers are currently used (contracted for) to service the site
 - Three month averages (last quarter CY 2011) for the center are:
 - 937 tons
 - 59 switches
 - 15.97 tons per switch
- Southern Area Convenience Center: 6700 Landfill Rd.
 - Solid Waste is dumped over a wall into 40 yard open-top roll-offs

- Loads are tamped to assure maximum weights
- Ten (10) 40 cu-yd Roll-offs and 1 20-yd roll-off
- Three month averages (last quarter CY 2011) for the center are:
 - 556 tons
 - 127 switches
 - 4.49 tons per switch

County of Goochland:

- Central Convenience Center: 1908 Hidden Rock Ln.
 - Solid Waste dumped over wall into compactor hopper or into 40 cu-yd open-top roll-off box
 - Loads are tamped to assure maximum weights
 - Two (2) Marathon RJ 575 Compactors and feed hoppers
 - Phase Convertor
 - Four (4) 40 cu-yd open top roll-offs (1 at wall)
 - Three month averages (last quarter CY 2011) for the center are:
 - 271 tons collected and processed through the compactor; 190 tons collected in the roll-offs
 - 24 42 cu-yd compactor box switches; 30 open-top roll-off switches
 - 11.29 tons per compactor box switch; 6.22 tons per open-top roll-off switch
 - Sunday relocations necessary
- Western Convenience Center: 3455 Hadensville-Fife Rd.
 - Solid Waste dumped over wall into compactor hopper or into 40-yd open-top roll-off box
 - Loads are tamped to assure maximum weights
 - Two (2) Marathon RJ 450 Compactors and feed hoppers and one (1) spare compactor box
 - Phase convertor
 - Four (4) 40 cu-yd open-top roll-offs (1 at wall)
 - Three month averages (last quarter CY 2011) for the center are:
 - 90 tons collected and processed through the compactor; 63 tons collected in the open-top roll-offs
 - 8 42 cu-yd compactor box switches; 7 open-top roll-off switches
 - 11.80 tons per compactor box switch; 8.60 tons per open-top roll-off switch

County of New Kent:

- Route 618 Convenience Center: 6301 Olivet Church Rd.

- Solid Waste dumped into hopper for ground level compactor or over wall into compactor hopper or into 40 cu-yd open-top roll-off box
- Two (2) Marathon RJ 450 Compactors over wall with feed hoppers and ground level compactor
- One ground level Marathon RJ 225 compactor
- Three phase power convertors
- Two (2) 40 cu-yd open-top roll-offs
- Three month averages (last quarter CY 2011) for the center are:
 - 103 tons collected and processed through the compactor; 97 tons collected in the open-top roll-offs
 - 11 40 cu-yd compactor box switches; 18 open-top roll-off switches
 - 9.68 tons per compactor box switch; 5.39 tons per open-top roll-off switch
- Route 612 Convenience Center: 7050 Airport Rd.
 - Solid Waste dumped into hopper for 2 ground level compactors or into ground level 40 cu-yd open-top roll-off box
 - Two (2) Marathon RJ 225 Compactors with feed hoppers
 - Single phase converters
 - One (1) 40 cu-yd open-top roll-off
 - Three month averages (last quarter CY 2011) for the center are:
 - 197 tons collected and processed through the compactor; 5 tons collected in the open-top roll-offs
 - 20 40 cu-yd compactor box switches; 1.3 open-top roll-off switches
 - 9.86 tons per compactor box switch; 3.50 tons per open-top roll-off switch
- Route 634 Convenience Center: 17120 Polishtown Rd.
 - Solid Waste dumped into hopper for ground level compactors or into ground level 40 cu-yd open-top roll-off box
 - One (1) Marathon 225 Compactor with feed hopper
 - One (1) 40 cu-yd open-top roll-off
 - Three month averages (last quarter CY 2011) for the center are:
 - 61 tons collected and processed through the compactor; 1.3 tons collected in the open-top roll-offs
 - 6 40 cu-yd compactor box switches; 0.3 open-top roll-off switches
 - 10.17 tons per compactor box switch; 3.83 tons per open-top roll-off switch
- Route 647 Convenience Center: 12400 Old Telegraph Rd.

- Solid Waste dumped into hopper for ground level compactors or into ground level 40 cu-yd open-top roll-off box
- One (1) Marathon 225 Compactor with feed hopper
- One (1) 40 cu-yd roll-off
- Three month averages (last quarter CY 2011) for the center are:
 - 64 tons collected and processed through the compactor; 0.67 tons collected in the open-top roll-offs
 - 6 40-yd compactor box switches; 0.3 open-top roll-off switches
- 11.35 tons per compactor box switch; 2.03 tons per open-top roll-off switch

County of Powhatan:

- Convenience Center: 2407 Mitchell Rd.
 - Solid Waste dumped over wall into compactor hopper or into 40 cu-yd roll-off box
 - Loads are tamped to assure maximum weights
 - Two (2) Marathon RJ 575HD Compactors and feed hoppers; Compacting into 100 cu-yd trailers
 - Four (4) 40 cu-yd open-top roll-offs (1 at wall)
 - Three month averages (last quarter CY 2011) for the center are:
 - 518 tons collected and processed through the compactor; 44 tons collected in the roll-offs
 - 39 trailer switches; 7 open-top roll-off switches
 - 13.40 tons per compactor box switch; 5.99 tons per open-top roll-off switch
 - Sunday Trailer relocations necessary

6. Base Minimum Requirements Specified in Section 5 of this RFP

Base proposals to provide transporting and disposal services shall conform to the current operation with general and specific requirements in Section 5 of this RFP but alternate responses that achieve the goals of efficient, cost effective and safe transporting and disposal of waste are encouraged.

7. Alternate Proposals

Alternate proposals may be submitted in addition to the base proposal, but the exception(s) to the base requirements must be clearly specified and price differentials made explicit. Price differentials should be included in a separate Form – Price Worksheet labeled clearly as the proposer’s “Alternate Proposal”.

For example, proposers may submit alternate proposals that provide:

- An alternate model compactor; more or fewer compactors; different hopper design

- Relocation compactors/hoppers/roll-off to improve traffic flow, site efficiency and/or site safety

8. Value Added Proposals

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

- ◆Alternative, more efficient means of collecting and recovering special items (for example: bulky items) to increase weight/reduce switches
- ◆Subcontracting of maintenance and/or transporting;
- ◆Future implementation of alternative fuel vehicles;
- ◆Increasing recycling.

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SECTION 3
INSTRUCTIONS TO OFFERORS
SOLID WASTE TRANSPORTING AND DISPOSAL SERVICES
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. 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 May 31, 2012. 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. No fax or electronic submittals will be accepted. If mailed it is the responsibility of the Offeror to assure that it is received by CVWMA by 2:00 p.m. on May 31, 2012.
- b. Proposals must be enclosed in a sealed envelope that is clearly labeled with the words "PROPOSAL FOR SOLID WASTE TRANSPORTING AND DISPOSAL SERVICES." Proposals shall be addressed as follows:

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

The face of the sealed envelope shall contain the Offeror's name, a contact person; 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. May 31, 2012. No Offeror may withdraw a proposal after this time.

2. Pre-Proposal Conference:

a. *There will be a **PRE-PROPOSAL CONFERENCE** on Thursday, May 10, 2012, at 9:00 a.m. in the CVWMA Conference Room, 2100 West Laburnum Avenue, Suite 105, 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.

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 that the CVWMA deems appropriate for clarification. The answers will be divided into two (2) areas:

- Items requiring only clarification, 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 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. May 14, 2012.

3. Submittal and Execution of Proposal: One (1) original proposal and five (5) 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 or her name, title and address 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.

4. 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 or email are not acceptable. A PROPOSAL MAY NOT BE ALTERED BY THE OFFEROR AFTER THE PROPOSAL DEADLINE.

5. Mistakes: Offerors are expected to examine the specifications and all other instructions provided herein. FAILURE TO DO SO WILL BE AT THE OFFEROR'S RISK. In the event of mathematical extension error(s), the unit price will prevail and the Offeror's total offer will be corrected accordingly. In the event of addition error(s), the unit price will prevail and the Offeror's total offer will be corrected accordingly.

6. Additional Terms and Conditions: Except alternate proposals, no additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions not responsive to the RFP shall have no force and effect and are inapplicable to this proposal.

7. Interpretation: All Offerors shall carefully examine the RFP. Any believed 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 regarding these ambiguities or inconsistencies. Any questions concerning the intent, meaning and interpretation of the proposal document shall be requested in writing, and received by the CVWMA by 4:00 p.m. May 9, 2012. Additional questions concerning the intent, meaning and interpretation of the RFP which are raised subsequent to the issuance of any addenda shall be made in writing, and received by the CVWMA at least by 4:00 p.m. five (5) business days prior to the proposal submittal deadline. Written inquires should be addressed to:

Mr. Bernard B. Harris
Central Virginia Waste Management Authority
2100 West Laburnum Avenue, Suite 105
Richmond, Virginia 23227
(804) 359-8413

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.

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 any of the Participating Local Jurisdictions. Further, all Offerors must disclose the name of any CVWMA or Participating Local 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. Moreover, all Offerors must disclose the percentage amount of the interest of such employee or appointed official has in the firm, branch division or subsidiary.

9. Legal Requirements: Offerors are required to comply with all provisions of federal, state and local laws, ordinances, rules and regulations that are applicable to the items being proposed. 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 proposal award shall be final until such time as a Contract as defined in Section 6 of this RFP has been reviewed by the Participating Local Jurisdictions and 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 applicable state court located within the City of Richmond, Virginia.

11. Facilities: The CVWMA reserves the right to inspect the Offeror's facilities at any reasonable time without notice to determine that the Offeror has a bona fide place of business, and is a responsible Offeror.

12. Certificate of Insurance: Each response to this RFP 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.

13. Disqualification of Offerors: If an Offeror (or any agent of 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.

14. 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 effectuate the intent of this RFP and Municipal Solid Waste (MSW) Collection Services. Although it is possible that certain Terms and Conditions may 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.

15. Performance Bond/Letter of Credit and Commitment Letter: 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 CVWMA to guarantee the provision of goods and services and/or performance of the services of a contract resulting from this RFP. Such performance bond or letter of credit must provide that CVWMA may draw upon such performance bond/letter or credit in order to allow CVWMA to retain a replacement contractor to perform pursuant to the contract should the Offeror fail to perform and/or default under the Contract resulting from this RFP. The amount shall be equal to 50 percent of the annual cost as estimated by the Offeror to the CVWMA of the goods or services to be provided under the contract(s). In addition, it must state that said bond will be delivered within the specified time if the proposed contract is awarded.

The selected Offeror(s) shall have five (5) days after the date of 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 thirty (30) percent of the annual estimated cost

to the CVWMA of the goods provided/services performed under the contract. The performance bond may be adjusted at each anniversary of the contract at the discretion of the CVWMA. The value of the performance bond/letter of credit will be determined as a part of the negotiation process of this RFP.

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.

16. 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 and/or other necessary resources to perform the services specified in this RFP beginning on or about July 1, 2013.

Offerors will be evaluated based on their history and successful record of experience in performing the provision of goods and/or performance of services specified in this RFP. Consideration shall be given to Offerors that have successfully performed as the sole MSW service provider in localities. 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- including whether the Offeror was the sole service provider for the client, date of service, and a reference with phone numbers. A minimum of three (3) professional references must be provided.

If the Offeror does not have records for the past 5 years in its own name, it may outline similar experience possessed by officer, director or other key employees, showing that the Offeror has experience, depth, coordination and ability to perform the tasks required by this RFP.

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 the required goods and services and goals of the RFP; 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.

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 or Participating Local Jurisdiction. 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 or the Participating Local Jurisdiction 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.

20. Proprietary Information: Proprietary Information and Trade Secrets submitted by an Offeror in connection with a procurement transaction, if properly designated as provided in Va Code Sec. 2.2-4342 of the Virginia Public Procurement Act, 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 that Code section.

21. Copyrights and Patent Rights: The Offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of the Request for Proposal. The Offeror shall, at his own expense, defend any and all actions or suits charging such infringement, and will save

CVWMA and each Participating Local Jurisdiction, its officers, employees, and agents harmless from any and all liability, loss or expense incurred by any such violation or alleged violation.

22. Licenses, Permits, and Fees: All proposals submitted shall have included in the price the cost of any business and professional licenses, permits, or fees required by a Participating Local Jurisdiction or the Commonwealth of Virginia.

23. Illegal Aliens: (Code of Virginia 2.2-4311.1) The Offeror agrees that he does not, and shall not during the performance of and Contract resulting from this Request for Proposal, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

24. Faith Based Organizations: (Code of Virginia 2.2-4343.1) CVWMA and each Participating Local Jurisdiction does not discriminate against faith-based organizations.

25. Tentative Procurement and Contract Dates: Although the following dates are subject to change, it is anticipated that the following schedule will apply:

RFP package available	May 1, 2012
Pre-Proposal Conference	May 10, 2012
Deadline for Offerors' Requests for Clarification or Interpretation	May 10, 2012
Issuance of addendum, if needed	May 14, 2012
Proposals due & proposal opening	May 31, 2012
Selection of Offerors to be interviewed	by June 11, 2012
Interviews and Evaluation	Week of June 11, 2012 or June 18, 2012
Recommendations to CVWMA Board of Directors	August 17, 2012
Contract execution	September 1, 2012
Contract commencement	July 1, 2013

SECTION 4
PROPOSAL CONTENT AND EVALUATION
SOLID WASTE TRANSPORTING AND DISPOSAL SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

1. Proposal Content

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

1.1 Qualifications Section

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

- ◆ General management ability;
- ◆ Financial stability and strength; and
- ◆ Solid Waste transporting and disposal experience

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

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

1.1.1 General Management

Offerors will be evaluated on the basis of their demonstrated overall management experience in the field of hauling and disposal of solid waste, as reflected in the successful implementation of previous and/or current operations. 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 collection 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. The Offeror must also demonstrate appropriate finances to maintain and service equipment, respond to customer service and CVWMA personnel. Offerors will be evaluated on the basis of their credit references, demonstrated ability to finance the required equipment, and ability to provide the performance bond (see Section 6 General Contract Terms and Conditions).

Offerors must submit at least three (3) credit references.

For all equipment (including vehicles, carts, etc.) 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.

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, claims for fraud and or any similar claims challenging, questioning or disputing the performance, nature, provision of, cost or scope of similar services provide by the Offeror for the last five (5) years regarding any company, partner, subcontractor, or subsidiary involved in this venture, and/of any corporate officer.

The Offeror must provide evidence, in form and substance satisfactory to the CVWMA, that the Offeror's firm (and/or its affiliated companies) has been in existence, for at least five (5) years and/or possesses not less than five (5) years actual operation experience in the provision of the goods and/or the performance of service, to an acceptable extent, outlined in the Scope of Services of this RFP. If the Offeror (and/or its affiliated companies) does not have 5 years in its own name, it may outline similar experience possessed by 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, 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 is required. In the alternative a sworn statement that the Offeror will take all necessary action to become so licensed if its proposal is acceptable.

Each Offeror must certify that the Offeror has never been debarred from participating in any governmental procurement action, and that it does not have any such proceeding pending before it at the time of the offer and that none of its officers, directors, owners with more than 5%

interest or key employees have ever been convicted of a felony or other crime involving moral turpitude.

1.1.3 Solid Waste Transporting and Disposal Experience

Offerors will be evaluated on the basis of their demonstrated experience in servicing convenience centers, hauling solid waste and disposing of the material. Offerors are encouraged to submit references for existing services, especially under contract to municipalities, to demonstrate their experience and success. The CVWMA may give particular attention to the performance data provided for these reference projects. The Offeror must demonstrate the following:

- ◆ Overall experience in the solid waste industry; and
- ◆ Experience in the successful operation of the hauling and disposal services solicited in this RFP.

1.2 Overview of Proposed Services

The Offeror shall describe services proposed in response to this RFP. This Overview shall provide sufficient information to demonstrate the proposer's clear understanding of the services requested by the Participating Local Jurisdictions through this RFP.

1.2.1 Disposal Proposal

The proposal shall describe the proposed disposal service and identify the landfill(s) if appropriate, where the waste will be disposed. The description shall provide sufficient information to demonstrate that the proposed service will, at a minimum, satisfy all of the performance objectives provided in this RFP and handle the quantity of materials collected. The information should include, at a minimum, landfill capacity, remaining life, hours of operation and existing permits.

1.2.2 Equipment Description

The Offeror shall submit equipment specifications of all the equipment to be used. The Form titled Itemized Listing Equipment should include trucks and other hauling equipment as well as compactors and other equipment to be installed at the convenience centers, to be used in this operation. In addition, the Offeror shall produce or use vendor-supplied data sheets for major items or equipment along with any necessary supporting text. No substitutions or modifications may be made for the proposed equipment without prior written notice to and approval of the CVWMA.

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 issues that the proposer believes may arise during the ongoing operations of the convenience centers and the methods proposed to deal with them as well as the hauling and disposal of the waste. This should include,

at a minimum, such problems as: equipment breakdowns; and capability to provide hauling and disposal service during peak days/periods.

The Management Plan must address specifically how the Offeror will work with the CVWMA to identify and resolve consistent sources of problems. A Staffing Plan indicating number of employees and how they will be staffed to ensure service capacity must also be included in the Management Plan. A clear statement of the management structure of the proposer's company must be supplied. If the proposer is a joint venture or team, the roles, responsibilities, and reporting structure of each team member must be clearly presented.

1.3 Safety Plan

The Offeror shall outline the elements of their safety plan for switching and hauling within their offer/response.

1.4 Price Proposals

All of the Offeror's proposed prices shall be submitted on the Form titled Price Proposal. This form shall be executed by the authorized official to bind the company. If an alternate proposal is submitted, a separate Form Price Proposal must be included and labeled that clearly specifies the proposed costs of any such alternate provision. See Section 5 –for more details on price proposals.

2. 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 proposals will be evaluated according to the following criteria.

A. Evaluation Criteria and Methodology

A proposal evaluation committee, acting on behalf of the CVWMA and consisting of (but not limited to) CVWMA staff, Participating Local Jurisdiction staff, CVWMA Technical Advisory Committee members in consultation with legal counsel will be organized to review and objectively evaluate the proposals submitted to determine the best value for the Participating Local Jurisdictions and their residents. This proposal evaluation process is expected to be completed by June 8, 2012.

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price. Negotiations shall then be conducted with each of the offerors selected. Price shall be considered, but need not be the sole determining factor. After negotiations have

been conducted with each offeror so selected, the CVWMA shall select the offeror which, in its opinion, has made the best proposal and award the Contract to that offeror.

Interviews with those Offerors selected are expected to be conducted during the weeks of June 11th or 18th. CVWMA will select the top Offeror for each convenience center and recommend to the CVWMA Board of Directors a Contract be executed at a regular meeting of the Board. 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 September 1, 2012.**

A comprehensive set of criteria will be used to quantify the merits of each proposal package. The evaluation criteria are shown below.

1. Service and Innovation

The service and innovation criteria used to evaluate each proposal include, but are not necessarily limited to the following:

- ◆ Proposed procedures and adequacy of resources including facilities and equipment available.
- ◆ Proposed flexibility and capacity to expand and/or reduce the number of containers/vehicles for Solid Waste Hauling and Disposal Services.
- ◆ Proposed customer service plans (e.g., office administration, response system, etc.).
- ◆ Ability to provide goods and/or services on the required or proposed schedule.
- ◆ Ability to provide transporting or relocation services on Sunday
- ◆ Proposed plans to implement replacement of existing equipment.
- ◆ Proposed plans to implement other site modifications.

2. Qualifications

The qualification criteria used to evaluate each proposal include, but are not necessarily limited to the following:

- ◆ Demonstrated, successful experience (including that of key staff) establishing working relationships with public agencies.
- ◆ Demonstrated successful operations of similar hauling and disposal system(s).
- ◆ Reputation in the industry.
- ◆ Proposed techniques and controls for project financial management, such as: monitoring, reporting, invoicing, and payment.
- ◆ Demonstrated capability to provide a performance bond.
- ◆ Demonstrated good credit references and the ability to finance all the capital

investments required.

- ◆ Aggregate age and condition of equipment proposed.
- ◆ Any lawsuits that may impact the proposer's ability to perform the services specified in this RFP and/or the Contract.
- ◆ Demonstrated record of compliance with all federal, state and local laws, regulations and requirements within the jurisdictions and states in which Offeror operates.
- ◆ Unique arrangements that none or few other entities have that are advantageous for effective implementation of the activities included in this RFP.
- ◆ Agreements/arrangements with subcontractors, including how the work will be accomplished within this working relationship.

3. Safety

The safety criteria used to evaluate each proposal include, but are not necessarily limited to the following:

- ◆ Safety record of Virginia operations.
- ◆ Proposed safety plan concept for convenience center switching operations.
- ◆ Other safety policies, programs and proposed operations.

4. Proposed Prices

The price criteria to be used to evaluate each proposal include, but are not necessarily limited to the following:

- ◆ Competitiveness of the proposed hauling service fees relative to other proposals over the life of the contract.
- ◆ Competitiveness of the proposed trash disposal fees relative to other proposals over the life of the contract.
- ◆ Amount of the fee to provide, install and maintain convenience center equipment.
- ◆ Competitiveness of the proposed fees for other services relative to other proposals over the life of the contract.

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.

5. Environmental Impacts and Aesthetics

The environmental and aesthetic criteria used to evaluate each proposal include, but are not necessarily limited to the following:

- ◆ Proposed plans, if any, to implement alternative fuel vehicles (e.g., CNG, biodiesel, etc.)
- ◆ Proposed pollution abatement plans.
- ◆ Proposed equipment (e.g., type of tires, number of axles) to reduce road impacts.
- ◆ Proposed plans to control spills and manage litter.
- ◆ Other proposed environmental policies, programs and proposals specific to the various locations.

6. Proposal Content and Overall Responsiveness

The criteria used to evaluate each proposal on content and overall responsiveness include, but are not necessarily limited to the following:

- ◆ Thoroughness of written proposal (e.g., lack of omissions).

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SECTION 5
SCOPE OF SERVICES
SOLID WASTE TRANSPORTING AND DISPOSAL SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

SERVICE COMPONENTS

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

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

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

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

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

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

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

Inclement Weather -- The Offeror shall be responsible for canceling service as a result of inclement weather. The Offeror 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 Offeror, the Offeror agrees to perform service on the next possible regular working day.

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

All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of the Offeror 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 Offeror's collection vehicles at any time to ascertain said sanitary condition. Accordingly, the Offeror 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 Offeror of performing all duties under Contract. No vehicles shall be willfully overloaded.

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

Each vehicle shall be equipped with 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.

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

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

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

The Offeror shall employ and assign qualified personnel to perform all the services set forth herein. The Offeror 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 Offeror in providing Municipal Solid Waste Collection service shall hold a valid Virginia drivers 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 Offeror'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 Offeror who violates any provision hereof or who is wanton, negligent, or discourteous in the performance of his/her duties.

Disposal Site -- The Offeror shall be totally responsible for all equipment while operated on any disposal site whether publicly or privately operated. The location of the permitted disposal site to be used under the terms of this Contract shall be specified by the Contractor, unless special circumstances exist that require that the disposal site be approved by the CVWMA.

Service Inquiries and Complaints -- The CVWMA will be responsible for communicating to the Offeror service issues and other matters of concern received from the Participating Local Jurisdictions served by the Solid Waste hauling and disposal program.

Quality Performance of the Contractor -- It is the intent of the CVWMA to ensure that the Offeror provides a quality level of Transporting and Disposal Service. Failure to remedy the service issues and/or complaints may result in liquidated damages against the Offeror to cover CVMWA's costs in responding to or addressing any complaints. In assessing liquidated damages, consideration will be given to extreme weather conditions. It is CVWMA's sole discretion to apply liquidated damages based on its costs and resources necessary to address the complaints. The following summarizes the liquidated damages that may be assessed by the CVWMA:

Failure to complete requested pull:

- Within 24-hours or request by CVWMA; \$100.00 per pull per day.

Failure to clean up spillage caused by the Contractor. \$250.00 per incident.

Failure to deliver Solid Waste to an appropriate disposal site. \$1,000.00 per incident.

Failure to provide monthly or annual reports

\$250.00 per incident

The CVWMA may assess liquidated damages on a monthly basis in connection with this Contract and shall, at the end of each month, notify the Offeror in writing of the charges assessed and the basis for each assessment. The CVWMA will deduct such liquidated damages from the monthly payments due to the Offeror. In the event the Offeror wishes to contest such assessment, it may request in writing a meeting with the CVWMA to resolve the issue. The CVWMA shall notify the Offeror in writing of any action taken with respect to Offeror's claims and the decision of the CVWMA will be final.

Monthly and Annual Reports

The Offeror will submit to CVWMA monthly reports and annual reports. At a minimum, the Offeror shall include the following information in their monthly reports:

1. Total quantities of solid waste hauled/ disposed (in tons) for each convenience center.
2. Number of loads of trash from each convenience center for each container type (e.g. compactor box, 40 cubic-yard open-top roll-off, trailer, 30 cubic-yard open-top roll-off box etc).
3. Scale Tickets for each load.
4. Identification of and total tonnage delivered to all facilities used for trash disposal.

At a minimum, the Offeror shall include the following information in their annual reports:

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

Monthly reports shall be due to the CVWMA by the 15th day of each month. Annual reports shall be due by July 31 of each year. The Offeror shall include in its annual report recommendations for continuous improvement in the Convenience Center operations (e.g., public education, etc.).

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

Annual Performance Review Meeting

Upon receipt of the Offeror's annual report, the CVWMA shall schedule an annual meeting with the Offeror. Once concluded, the report from the CVWMA shall be presented to the Participating Local Jurisdiction and a meeting will be held between the Participating Local

Jurisdiction, CVWMA and Offeror to review the performance of the contract. The objectives of this annual meeting will include, but not be limited to, the following:

1. Review the annual report, including trends in trash quantities.
2. Review Offeror's performance based on feedback from locality staff and residents to the CVWMA and/or the Participating Local Jurisdiction.
3. Review Offeror's recommendations for improvement to the program, including enhanced public education and other opportunities.
4. Review CVWMA and Participating Local Jurisdiction staff recommendations for Offeror's service improvements.
5. Discuss other opportunities for improvement during the remainder of the Contract.

General Service, Operations and Performance Requirements:

Roll-off/Compactor Box Convenience Center Service - The Offeror shall provide equipment, transport, and disposal for solid waste (bulky waste, garbage, rubbish and yard waste) from citizen convenience centers and/or transfer stations. The Offeror shall provide and maintain specified or equivalent compactors at each designated location as currently existing. The Offeror will provide CVWMA with the necessary electrical and concrete placement pad installation work required if existing is inadequate, in need of replacement or if equipment is to be relocated. The Offeror shall provide 40/42 cubic yard enclosed-top compactor boxes and 40 cubic yard open-top roll-off containers, as specified or equivalent and/or other containers as specified. The Offeror shall have the right to interchange roll-off containers between any participating localities to avoid "dead-hauling" or to meet short-falls. All service shall be "on-call," with every effort to provide the contractor with 24 hour notice. Any weight limits for containers should be identified.

Tractor Trailer Transfer Service Provided - The Offeror shall provide equipment, transport and disposal for solid waste (bulky waste, garbage, rubbish and yard waste). This service is currently required at the County of Chesterfield Northern Area (open-top trailers) and Powhatan (closed trailers) Convenience Centers only on an "as required" basis. Weight limits for these containers should be identified.

Transportation Service Provided - The Offeror shall be totally responsible for and/or liable for damage resulting from or caused by all equipment while operated at the convenience center and transporting waste from the Participating Local Jurisdiction to disposal site whether publicly or privately owned.

Disposal Service Provided - The Offeror shall be totally responsible for and/or liable for damage resulting from or caused by all equipment while operated on any disposal site whether publicly or privately owned. The location of the permitted disposal site shall be specified in the

Offeror's proposal. The Offeror shall be solely responsible for securing waste disposal capacity for both the initial and renewal terms of the procurement.

The CVWMA, given satisfactory billing documentation, will reimburse the Offeror for each billing period for all disposal fees and increases in fees specified in the Contract.

Sites to be Served - The initial sites to be serviced under this procurement are indicated above in section 5.

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

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

Transfer Trailers - The Offeror shall provide all required transfer tractors and trailers.

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

The suspension of collection service on any holiday in no way relieves the Offeror of his/her obligation to provide adequate service.

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

Locality Specific Requirements

County of Chesterfield

The County of Chesterfield Northern Area Convenience Center is located at 3200 Warbro Road. The convenience center is designed to utilize open-top, large (100 cubic-yard)

capacity trailers (total 7 trailers: 5 on wall, 2 spares). The convenience center employs a tamping device to ensure that maximum load capacity is obtained and trailers do not discharge litter. Convenience Center service shall be capable of handling 300 tons per day of solid waste but this is not a guarantee of any quantity. During the 2011 Fiscal Year, the Northern Area convenience center received approximately 12,000 tons of solid waste (46 tpd).

An option to lease to own the containers (100 cubic-yard open top trailers and the 40 cubic yard roll-off containers) should be included.

An option to lease for walking floor trailers (in addition to the plain open tops that are tipped) should be included.

An Offeror shall also provide hauling and disposal service at the County Citizen Convenience Center at the Southern Area located at 6700 Landfill Rd. This site currently requires four (6) open top containers at the wall (at all times, and 2 spares) that need to be served on a daily basis, seven days per week. This facility received approximately 7,700 tons of solid waste for disposal during FY 2011 (30 tpd).

No commercial solid waste is accepted at either of these facilities.

Offerors should contact Mr. Jeff Howard at Chesterfield County at #804.717.6531 to arrange site visits.

In addition to proposals to replicate the existing operations Offerors may propose alternate processes to economically improve/upgrade the operation of the convenience centers.

County of Goochland:

The Goochland County Central Convenience Center is located off Fairgrounds Rd. at 1908 Hidden Rock Lane. The Convenience Center is currently set up to allow 2 vehicles to back into the feed area for the compactors and dump trash over the wall into hoppers. The base case proposal should include a relocation of the compactors. The receiving box of one compactor should be centered on the current unload area for the compactor and the hoppers should extend the width of the area and up to the top safety rail. The second compactor should be relocated to the area currently utilized for a metal recycling roll-off. The compactor box should be centered on this current metal receiving area and the hoppers extend the width of the receiving area and up to the top safety rail. Both compactor feed areas should be able to accommodate 3 vehicles simultaneously. Controls for the two compactors should be co-located between the two compactors.

As an add-on, a price (both one time and as part of the monthly cost) should be included for a relocation of the operator shed (to improve traffic flow), repairs to the bumpers, pavement and any necessary utilities.

An option to lease to purchase the Compactors should also be included.

An option for RJ 550 compactors instead of the RJ 575s should be included.

The facility received 5,950 tons of solid waste for disposal during FY 2011 but this should not be considered a guarantee of these quantities.

The Goochland County Western Convenience Center is located at 3455 Hadensville-Fife Road. No changes are anticipated at this site. Proposals should reflect continuation of the operation as currently being done.

The facility received 1,750 tons of solid waste for disposal during FY 2011 but this should not be considered a guarantee of these quantities.

Neither facility accepts commercial solid waste.

Offerors should contact Mr. David Lloyd at Goochland County at #804.556.5859 to arrange site visits.

In addition to proposals to replicate the existing operations (with the modification to the Central Convenience Center noted above) Offerors may propose alternate processes to economically improve/upgrade the operation of the convenience centers.

County of Powhatan:

The Powhatan County Transfer Station is located off Route 60 at 2407 Mitchell Road. County citizens dump solid waste over the wall into hoppers feeding the two compactors/trailers/open-top roll-offs.

An option to change from the current system of compacting into 100 cubic-yard enclosed trailers to compacting into a 40/42 cubic yard roll-off compactor box with either RJ 550 or RJ 575 compactors should also be provided with the Offeror's response.

An option for compactors with pre-crushers should be included.

The facility received 6,750 tons of solid waste for disposal during FY 2011 but this should not be considered a guarantee of these quantities.

This facility does not accept commercial solid waste.

Offerors should contact Mr. Ed Cahill at Powhatan County at #804.598.2960 to arrange a site visit.

In addition to a proposal to replicate the existing operations Offerors may propose alternate processes to economically improve/upgrade the operation of the convenience center.

County of New Kent:

The New Kent County has four (4) Convenience Centers located at 6301 Olivet Church Road (Rt. 618 Center), 7050 Airport Drive (Rt. 612 Center), 17120 Polishtown Road (Rt. 634 Center) and 12400 Old Telegraph Road (Rt. 647 Center).

The facilities received approximately 2,200, 2,250, 700 and 700 tons of solid waste for disposal respectively during FY 2011 but this should not be considered a guarantee of these quantities.

The feed hoppers for the Rt. 618 Center compactors should be redesigned to angle the side (away from the compactor box) back to open it up to accommodate several people dumping simultaneously. Consider an option for RJ550 compactors if the space accommodates in lieu of the RJ450s at the Rt. 618 site. Base price should only include replacing the 2 RJ450 compactors, not the ground level RJ225 at the Rt. 618 site.

Offerors should contact Mr. Cabell Lawton at New Kent County at #804.966.9696 to arrange a site visits.

In addition to proposals to replicate the existing operations Offerors may propose alternate processes to economically improve/upgrade the operation of the convenience centers.

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SECTION 6
GENERAL CONTRACT TERMS AND CONDITIONS
SOLID WASTE TRANSPORTING AND DISPOSAL SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

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. *Authority or CVWMA* - shall mean the Central Virginia Waste Management Authority, the instrumentality created under the provisions of the Virginia Water and Sewer 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.
2. *Bulky Waste* - A large appliance, piece of furniture or waste material from a residential source including Construction Debris with a weight or volume greater than that allowed for refuse containers.
3. *Bundle* - Yard and garden trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or seventy-five (75) lbs. in weight.
4. *Convenience Center* - means any solid waste storage or collection facility at which solid waste is transferred from non-commercial vehicles to haulage vehicles for transportation to a central solid waste management facility for disposal, incineration or resource recovery.
5. *Construction Debris* - Waste building materials resulting from construction, remodeling, repair, or demolition operations.
6. *Contract Documents* - The Request for Proposals, Instructions to Offerors, Contractor's Proposal, the Contract, Performance Bond or Letter of Credit, Certificates of Insurance and any addenda or changes to the foregoing documents agreed to by the CVWMA and the Contractor.
7. *Contractor* - The individual, firm, partnership, joint venture, corporation, or association performing solid waste transfer and disposal under Contract with the Central Virginia Waste Management Authority (CVWMA).
8. *Disposal Fee* - The charge or cost to tip, dump, or otherwise dispose of a load of materials such as municipal solid waste at a Disposal Site.
9. *Disposal Site* - A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary landfills, transfer stations, mass composting facilities, incinerators, and mixed waste processing separation centers, which are licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.
10. *Compactor Box* - an enclosed top roll-off container designed to have waste compacted through a side opening.

11. *Equivalent Equipment* - Equipment with the equal capacity, construction or operation standards as the equipment specified within the procurement.
12. *Garbage* - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and including food containers.
13. *Hazardous Waste* - Waste designated as hazardous by Federal law or by regulation of the United States Environmental Protection Agency or appropriate state agency.
14. *Letter of Credit* - A written undertaking by a financial institution on behalf of the applicant (the Contractor) to pay the beneficiary (the CVWMA) for non-performance in amounts and under conditions as may be specified in the agreement.
15. *Municipal Solid Waste* - means that waste which is normally composed of residential, commercial, and institutional solid waste to include but not be limited to Garbage, Refuse, Rubbish and Yard Waste.
16. *Open-top Roll-off Container* - a roll-off container designed to load from the top and containing no permanent top structure.
17. *Participating Locality* - Shall mean the Counties of Chesterfield, Goochland, Powhatan, and New Kent.
18. *Performance Bond* - A corporate surety bond that guarantees compensation to the CVWMA in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract's Specifications.
19. *Recycling* - means 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.
20. *Refuse* - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish, or a combination thereof.
21. *Roll-off Service Pull* - The automated collection of a roll-off container, typically with forty cubic yards interior capacity, by a tilt-frame style vehicle and transport to disposal site.
22. *Rubbish* - Non-putrescible solid wastes consisting of combustible and non-combustible materials including yard and garden wastes.
23. *Compactor* - a hydraulically-driven mechanical unit with a feed hopper and ram which compacts waste into an enclosed-top roll-off container.
24. *Transfer Station* - means any solid waste storage or collection facility at which solid waste is transferred from collection vehicles to haulage vehicles for transportation to a central solid waste management facility for disposal, incineration or resource recovery.
25. *Transfer Trailer* - an open-top trailer with a minimum of 100 cubic yards of interior capacity used for the transport of solid waste.
26. *Transfer Trailer Pull* - the transport of a transfer trailer to a disposal site.
27. *Yard Waste* - Prunings, grass clippings, weeds, leaves, brush, and general yard and garden wastes

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 ten (10) year term commencing on or about July 1, 2013 and ending on June 30, 2023.

B. Option to Renew. The CVWMA and the Contractor, by written mutual agreement, may extend this Contract under the same terms and conditions for two additional five (5) year periods commencing on or about July 1, 2023. 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. The successful Offeror shall not consider the right of the CVWMA to extend the initial ten (10) year terms with two five (5) year periods to constitute or imply any obligation by CVWMA to renew the contract.

2. Scope of Contract

The CVWMA, as grantor, grants the Contractor, as grantee, the exclusive right during the term of this Contract to haul and dispose of solid waste as specified in the Scope of Services of this RFP. The CVWMA warrants that it has the authority to grant such an exclusive right as described in this Contract through the terms of its service agreement with the affected jurisdiction.

The CVWMA covenants that during the term of this Contract, it will not engage other individuals or itself or become involved in the activity of hauling and disposing of solid waste or any other similar activity that would impair the exclusive right of the Contractor within the jurisdiction of the participating localities.

3. Insurance

The Contractor and its sub-contractors 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 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 ten-year period.

The Contractor shall maintain during the initial term and any additional terms of this Contract the following coverage and minimum limits, with insurance companies with no less than a financial strength rating of “A” and a financial size category of no less than “VII” as determined by A.M. Best Company”:

- 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.

4. Indemnification

A. The Contractor shall indemnify and hold the CVWMA and its officers, agents and employees, 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 its sub-contractors 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.

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. 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.

5. Title to Materials

It is expressly understood that the CVWMA and the Participating Local Jurisdictions shall have no title to any of the materials collected, transported and processed by the Contractor pursuant to the terms of this Contract. This Section shall survive the expiration or termination of this Contract.

6. 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 or letter of credit for the faithful performance of the Contract and all obligations arising hereunder in

an amount equal to fifty (50) percent of the estimated annual cost of this contract to the CVWMA. The performance bond or letter of credit may be adjusted at each anniversary of the Contract. A performance bond 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. An irrevocable letter of credit may be provided with a banking institution on terms and conditions acceptable to CVWMA. The performance bond or letter of credit shall guarantee the provision of goods and services and/or performance of the services of this contract. Such performance bond or letter of credit must provide that CVWMA may draw upon such performance bond/letter of credit in order to allow CVWMA to retain a replacement contractor to perform pursuant to this Contract should the Contractor fail to perform and/or default under the Contract. 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.

7. Non-Appropriation

The Services implemented and governed by this Contract are funded solely through funds appropriated to the CVWMA by the Participating Local Jurisdictions. Failure of any Participating Local Jurisdiction to appropriate the funds necessary to cover the cost of that jurisdiction's portion through CVWMA of the program shall terminate the Contractor's obligation to provide service under this Contract in that jurisdiction unless and until funding is restored. Furthermore, should the CVWMA fail to appropriate funds for this Contract, this Contract shall be terminated without penalty when existing funding is exhausted. The CVWMA shall provide timely notice to Contractor if it appears that such situations may occur.

7. 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 Containerized Municipal Solid Waste (MSW) Collection 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. The Contractor shall be required to reimburse CVWMA any additional costs incurred if it is necessary to utilize another 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.

8. 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 shall be on demand. Inspection of other records shall be in accordance with the Section of this Contract pertaining to Contractor's Records.

9. 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 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 (except hauling tickets identified above to be kept for 3 years) 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.

B. Contractor shall maintain all documents and records that 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.

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.

10. 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 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. 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. CVWMA in its sole discretion shall also the right to declare a default not correctable and can terminate the Contract accordingly.

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 reimbursement from Contractor for higher amounts.

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.

11. 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.

12. 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 invoice shall detail the charges for each individual site and indicate the date of service of each switch.

B. The Contractor may petition the CVWMA for an annual adjustment to reflect the general increase in the cost of operations effective on the Contract's anniversary date. If the CVWMA elects to exercise the option to renew the Contract for an additional term, the Contract price(s) for the first year of the additional term shall not exceed the Contract price(s) of the original Contract increased by more than the percentage increase of the category of the All Urban Consumers section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the last twelve months for which statistics area available. The source of this index shall be <http://www.bis.gov/ppi> or <http://www.bis.gov/cpi>. The annual increase to Contract fees will be determined during the negotiation portion of the procurement process. Offerors should include the desired annual increase in their proposal.

C. The Contractor may petition the CVWMA at any time for adjustments or additions to associated fees on the basis of 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.

D. Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the CVWMA or any Participating Local Jurisdiction.

E. The CVWMA and each Participating Local Jurisdiction is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by the Participating Local Jurisdiction for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax however, is paid by Participating Local Jurisdictions on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt

from paying taxes on these materials and supplies, as they are considered to be the cost of doing business and should be considered in pricing when preparing a proposal.

13. 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.

14. 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 6 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.

15. 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 applicable State Court of the City of Richmond, Virginia, or appropriate State General District Court regardless of the location of or the geographic circumstances of the dispute.

16. Compliance with Laws and Regulations

Contractor agrees that, in the performance of Containerized Municipal Solid Waste (MSW) Collection 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.

17. 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.

18. 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 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.

19. 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.

20. Title to Materials

Title to refuse shall pass to the Contractor when placed in the Contractor's collection vehicle and/or container, removed by the Contractor from a container, or removed by the Contractor from the customer's premises. Title to the refuse prior thereto is with the customer.

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. 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. No Partnership

Nothing herein shall be construed to constitute a joint venture or the formation of a partnership between or among the Contractors, the CVWMA and the Participating Local Jurisdictions, or any of them.

23. 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.

22. 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.

23. Contingent Fee Warranty and Conflict of Interest

A. Contractor warrants that no person or persons have been employed or retained for the specific 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.

24. 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.

25. 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.

26. 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.

27. 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 or part to Special Project Service Agreement, and no such other person or entity shall have any right or cause of action hereunder

28. Construction

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

**SECTION 7
REQUIRED FORMS**

**SOLID WASTE TRANSPORTING AND DISPOSAL SERVICES
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 _____, 2012.

Notary Public, State of

My Commission Expires: _____.

OFFEROR'S PROPOSAL

**SOLID WASTE TRANSPORTING AND DISPOSAL SERVICES
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 Solid Waste Transporting and Disposal Services, CVWMA RFP 12-50, 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

City, State Zip Code

Area Code and Telephone Number

State of _____ City/County of _____ on _____,
2012:

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

Contractor's Authorization to Transact Business

In accordance with §2.2-4311.2 of the *Code of Virginia*, any offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law. Any offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its proposal 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 of the *Code of Virginia*, or as otherwise required by law, shall include in its proposal statement describing why the offeror is not required to be so authorized. This information shall be provided on the attached form titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the proposal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The CVWMA may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section.

Virginia State Corporation Commission (SCC) Registration Information

The offeror shall check one of the following. The offeror is:

a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE**** >> Check the following box if you have not completed any of the foregoing

options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. No award shall be issued to an offeror who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers):

By: _____

Name

Title

Company

State of Incorporation or Formation

Address

City, State Zip Code

Area Code and Telephone Number

State of _____ City/County of _____ on _____,
2012:

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

PRICE PROPOSAL FORM

**SOLID WASTE TRANSPORTING AND DISPOSAL SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
RFP 12-51**

Include a separate form for each Convenience Center being proposed on:

Convenience Center: _____

Monthly Equipment Rental and Maintenance Cost:

- Compactor(s):
 - Model _____
 - Number _____
 - \$ per month _____
- Additional Compactor Boxes:
 - Number _____
 - \$ per month _____
- 100 Cubic-yard Transfer Trailer(s)
 - Number _____
 - \$ per month _____
 - Max Load Capacity: _____
- 40 Cubic-yard Open-top Roll-Off(s)
 - Number _____
 - \$ per month _____
 - Max Load Capacity: _____
- 20 Cubic-yard Open-top Roll-Off(s)
 - Number _____
 - \$ per month _____
 - Max Load Capacity: _____

Transportation Cost (\$/Pull) _____

Disposal Cost (\$/ton) _____

SECTION 8

OFFEROR'S SUBMITTAL CHECKLIST

SOLID WASTE TRANSPORTING AND DISPOSAL SERVICES

FOR

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

All Offerors submitting a response to the CVWMA RFP 12-51 for Solid Waste Transporting and Disposal 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 Five (5) Copies of the Proposal	
2.	Non-Collusion Affidavit Of Offeror	
3.	Cost Proposal Forms	
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**

Solid Waste Transporting and Disposal Services Request for Proposals 12-51

The Central Virginia Waste Management Authority (CVWMA) is seeking proposals for Solid Waste Transporting and Disposal Services for Convenience Centers in the Counties of Chesterfield, Goochland, Powhatan and New Kent. There will be a pre-proposal conference, Thursday, May 10, 2012 at 9:00 am at the CVWMA office, 2100 W. Laburnum Avenue, Suite 105, Richmond, Virginia 23227. The Contract(s) resulting from this Request for Proposals will be for a ten-year period beginning on or about July 1, 2013. Written responses must be addressed to the CVWMA and received no later than 2:00 p.m., Thursday, May 31, 2012. 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.