

Central Virginia Waste Management Authority
Request for Proposals (RFP)
Collecting, Transporting and Processing Used Cooking Oil
CVWMA RFP 12-52

- 1. Background Description:** The Central Virginia Waste Management Authority (CVWMA) is a regional public service authority created pursuant to the provisions of the Virginia Waste and Water Authorities Act, **§15.2-5100**, *et seq.*, to assist its thirteen member jurisdictions in developing and implementing effective solid waste management, waste diversion and recycling programs through contracts with the private sector. Member jurisdictions include: the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan, Prince George, the Town of Ashland, and the Cities of Colonial Heights, Hopewell, Petersburg and Richmond. The members that elect to participate in CVWMA programs execute a Special Project Service Agreement that authorizes the CVWMA to direct the contractor to provide the covered services to the participating Local Jurisdiction. Certain of those jurisdictions have expressed an interest in the CVWMA exploring contractual arrangements for collecting, transporting and collecting used cooking oil at various sites throughout the CVWMA service area. Those jurisdictions that ultimately decide to execute a Special Project Service Agreement for the potential contract are considered “Participating Jurisdictions.” The successful Offeror for the purpose of negotiating a contract shall be referred to as “Contractor”. CVWMA has determined that because the scope of services and relationship and responsiveness of the ultimate Contractor are critical to the Contract’s success, it is not practical nor fiscally advantageous to procure these services through the sealed bidding process.
- 2. Project Description:** Through this procurement the CVWMA seeks proposals to provide used cooking oil collection and recycling services. Offerors must submit to the CVWMA sealed responses (“Response” or “Proposal”) to this Request for Proposals, (RFP) for Collecting, Transporting and Processing Used Cooking Oil to be provided as needed after the execution of the Contract with the successful Offeror(s) and Special Project Service Agreements with the Participating Local Jurisdictions Responses must be received no later than 2:00 p.m., May 30, 2012 by the CVWMA at its Administrative Offices located at 2100 West Laburnum Avenue, Suite 105, Richmond, Virginia 23227. An Offeror may be an individual, partnership, corporation, limited liability company, or other legal entity or combination of the above. This procurement seeks proposals for providing stand-alone drop-off collection containers and collection and processing service for used cooking oil collection at staffed sites throughout the CVWMA region. The potential contract awarded as a result of this procurement will be a “requirements” contract, with no quantities guaranteed.
- 3. Trade Secrets or Proprietary Information:** Pursuant to Va. Code **§2.2-4342(F)**, trade secrets or proprietary information submitted by any Offeror in connection with this RFP shall not be subject to public disclosure under the Virginia Freedom of Information Act. **However, the Offeror must invoke the protection prior to or upon submission of the data or other materials, and must identify the data or**

other materials by page or paragraph number to be protected, and state the reasons why protection is necessary. Failure to follow these guidelines shall constitute a waiver of the Offeror's request for confidentiality where invoked.

4. Contract Terms: Any contract resulting from this RFP **shall include but not necessarily be limited** to the following terms:

A. Term of Contract: The term of the contract will be for a three (3) year period beginning on or about July 1, 2012, and ending on June 30, 2015. The parties agree that by their mutual consent, each expressed in writing and received at least one hundred and eighty (180) days before the termination of the initial term that the contract may be extended for two (2) additional terms of two (2) year upon the same terms and conditions as set forth in the contract.

B. Scope of Services:

- a. The Contractor shall provide stand-alone containers for used cooking oil collection at staffed Convenience Centers throughout the CVWMA Region. Each container shall have a lockable lid to prevent vandalism or animals getting into the cooking oil.
- b. The Contractor shall be responsible for all maintenance to each stand alone-collection container, which shall include painting, cleaning, and all repairs. Contractor shall respond within 48 hours to any request for maintenance or collection.
- c. Contractor will be responsible for emptying the containers as needed either on an on-call or scheduled collection as appropriate. The Contractor will provide on-call collection within 48 hours of CVWMA's request for service in addition to regularly scheduled Collections. The contractor may request to place additional/larger containers at high volume sites as appropriate, granted solely at CVWMA's discretion. Upon request, Contractor will provide CVWMA with collection schedule.
- d. The Contractor shall provide CVWMA with a monthly activity report no later than the 10th of the month following the month that toe collection occurred describing the amount of used cooking oil collected by site for the previous month.
- e. The name of the Contractor with Contact number will be visibly displayed on each container.
- f. The Contractor shall remove any container at the request of CVWMA within 3 business days with no further obligations from CVWMA.

- g. The Contractor shall ensure that all used cooking oil collected (except residue/contamination) shall be, beneficially reused, remanufactured or recycled. No material shall be illegally disposed.
 - h. *Annual Recycling Rate Report* - : The Contractor shall provide information for the annual Virginia Recycling Rate Report as specified in VAC 20-130-10 et seq. upon request by CVWMA
- C. **Billing and Payment:** If payment for services is required under the terms of the contract, the CVWMA shall make payments to the Contractor within thirty (30) days after receipt of a complete (in the opinion of the CVWMA containing all required information needed to evaluate the invoice) and satisfactory monthly billing invoice. No payment will be due until thirty (30) days after project operations have begun. No invoice will be submitted for work that has not yet been performed. If payment is due CVWMA the Contractor shall make those payments no later than the 10th of the following month.
- D. **Compensation for Services and Escalation Clause:** Any more beneficial pricing structure proffered to a CVWMA member jurisdiction or affiliated entity compared to that extended under the terms of the Contract resulting from this procurement during the entire term of the Contract shall be granted to the CVWMA and incorporated into the Contract. This will not impact any current agreement if any exists.
- E. **Petition for Unusual or Unanticipated Costs:** The Contractor may petition the CVWMA and it is the CVWMA discretion to grant at any time adjustments or additions to associated fees on the basis of unusual changes, such as new or revised laws, ordinances or regulations, or other reasons. 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.
- F. **Quantities:** This is a “requirements” based contract and no minimum amount of material is guaranteed or implied.
- G. **Title to Material:** Title to the used cooking oil collected shall vest to the Contractor at the time of drop-off at the Convenience Center. At no time shall CVWMA have title to the material.
- H. **Nondiscrimination:** During the performance of any contract resulting from this RFP, the contractor must agree to the following:
- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification

reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. A copy of all such notices shall be provided to the CVWMA as a record of compliance with this requirement.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- d. The Contractor shall include the provisions of the foregoing in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. The Contractor shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulation (41 CFR, Part 60). During the term of the contract, the Contractor, for itself, its assignees and successors in interest, agrees to comply with Title VI of the Civil Rights Act of 1964 (as amended), which will be made a part of the contract by reference, and with any other applicable provision of federal or state law guaranteeing equal employment opportunity.

I. 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 any of the Contractor's 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 there from, 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. This shall include environmental or other damage from violation of any regulation, law ordinance etc. 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. This includes indemnification for any acts or omissions by any of the Contractor's sub-Contractors. It is understood that this indemnification shall extend to any and all claims against the CVWMA or the Participating Local Jurisdictions by third-parties or agencies of the federal, state or local governments for any environmental liability due to a release of pollutants to the environment, whether imposed by statute, ordinance, regulation or common law, relating to activities under this Contract. It is expressly understood that the CVWMA and the Participating Local Jurisdictions shall have no title to any of the materials collected, transported and processed by the Contractor pursuant to the terms of this Contract and that the Contractor shall be responsible for final disposal and the payment of any associated disposal/tipping fees. This Section shall survive the expiration or termination of this Contract.

J. Insurance: The Contractor shall be required to carry for the life of the contract with the CVWMA, Public Liability Insurance with a company licensed to do business in the Commonwealth of Virginia and in the amount and coverage specified below, in addition to any other contractual liability assumed by the contractor. The contractor shall, prior to commencement of work under the contract, deliver Certificates of Insurance from carriers acceptable to the contractor specifying such limits, with the CVWMA and the individual localities participating in this proposed project named as additional insured parties. In addition, the insurer shall agree to give the CVWMA thirty (30) days advance written notice of its decision to cancel, change or fail to renew coverage. The CVWMA reserves the option to increase the required insurance amounts if the contract is renewed beyond five years.

- A. Worker's Compensation
Coverage A - Statutory Requirements
- B. Automobile Liability, Including Owned, Non-Owned and Hired Car Coverage
Limits of Liability - \$3,000,000 Combined Single Limit for Bodily Injury and Property Damage
- C. Comprehensive General Liability
Limits of Liability - \$3,000,000 Combined Single Limit for Bodily Injury and Property Damage Including:
 - Completed Operations/Products
 - Contractual Liability for Specified Agreements
 - Personal Injury
 - Broad Form Property Damage

1. 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. Contractual Liability for Specified Agreements

K. Governing Law: This RFP and any contract resulting from it shall be situated in the City of Richmond, Virginia, and shall be governed, construed, and interpreted according to the laws of the Commonwealth of Virginia and any dispute regarding same shall be brought in the applicable State courts for the City of Richmond.

5. **Conflict of Interest and Non-Collusion:** Each Offeror must disclose in its proposal the name of any officer, director, agent, or any relative of an officer, director or agent who is an employee or appointed official of the CVWMA. Further, all Offerors must disclose the name of CVWMA 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.
6. **Offeror's Non-Collusion Certification:** Any Offeror submitting a response to this RFP must complete and execute the Non-Collusion Affidavit of Offeror form included in this RFP.
7. **Offeror Records:** Records of the Offeror and any subcontractor related to this Contract shall be subject to CVWMA review, audit and/or reproduction and shall be open to inspection by the CVWMA and/or its authorized agents, including but not limited to its employees, board members and/or Local Government officers, during normal working hours or at such times as are mutually agreed upon by the parties to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CVWMA pursuant to this Contract. The Offeror and any subcontractors shall maintain their books and records related to the performance of this Contract in accordance with the following minimum requirements:
 - A. The Offeror shall maintain any and all ledgers, books of account, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements borne by the CVWMA for a minimum period of five (5) years following the conclusion of each Contract year, or for any longer period required by law.
 - B. The Offeror shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years following the conclusion of each Contract year or for any longer period required by law.
8. **Drug-Free Workplace:** During the performance of this Contract, the Offeror shall comply with all federal, state, and local government laws regarding controlled substances, where applicable. In addition, the Offeror agrees as follows:

- A. The Offeror will provide a drug-free workplace for its employees.
- B. The Offeror 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 Offeror will state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace.
- D. The Offeror will include the provision of the foregoing Subparagraphs a, b and c of this Section 14 in every subcontract or purchase order under this Contract over \$10,000, so that the provisions will be binding upon the Offeror's sub-contractors and employees.

9. General Terms and Conditions of the Request For Proposals:

- A. Sealed responses (1 original and 3 copies) to this Request for Proposals must be received no later than 2:00 p.m., local time prevailing, on May 30, 2012, by:

Central Virginia Waste Management Authority (CVWMA)
2100 W. Laburnum Avenue, Suite 105,
Richmond, Virginia 23227

- B. Proposals shall be accompanied by the Offeror's Proposal form provided herein. Envelopes (or other packaging) containing the Proposals must be sealed and must clearly show the name and address of the Offeror, and the statement "Proposal for Used Cooking Oil Recycling Services."
- C. Proposals may be withdrawn up to 24 hours prior to Proposal deadline and may not be modified after the Proposal deadline.
- D. The CVWMA reserves the right to reject any or all Proposals, to waive irregularities and/or informalities that are not inconsistent with law, in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the CVWMA.
- E. Proposals will be valid for ninety (90) days following the date of submission.
- F. Proposals will not be accepted by Fax machine or Internet E-mail.
- G. **Please include the following information in your proposal:**
 - 1. General description of the company, including a detailed summary indicating qualifying experience in transporting and processing used cooking oil. The CVWMA reserves the right to reject any proposal that does not include a statement of experience.
 - 2. Disclose record of compliance with all federal, state, and local laws and regulations within the jurisdictions in which you operate.
 - 3. Brief description of how and where the materials will be processed and the end use.
 - 4. Cost and/or revenue to CVWMA per site for each container.
 - 5. Three clients (including name, contact and phone number of the contact person) for whom Contractor has provided services
 - 6. Materials deemed unacceptable.

7. Additional materials deemed acceptable.
8. A brief description on your ability to provide service in a timely manner during normal and high volume operations.
9. A brief description of your ability to satisfy all requests for maintenance and/or service within 48 hours.
10. A description of your flexibility and capacity to expand and/or reduce the number of stand-alone collection containers at CVWMA sites upon CVWMA's request.
11. Any additional information you feel that may be useful in our research and evaluation process.

Evaluation Criteria: Each proposal will be evaluated by the CVWMA for responsiveness to the requirements of this RFP. Cost shall be considered in proposal evaluations, but shall not be the sole determining factor. The evaluation criteria shall include, but are not limited to:

- The responsiveness and completeness of the proposal;
- Offeror's demonstrated experience in handling and managing textiles;
- Net overall cost to CVWMA for the proposed program;
- Technical soundness of Offeror's proposed collection, transportation, and processing procedures, including proposed personnel, equipment and vehicles;
- Responsiveness to questions in Proposal negotiation interviews (if selected for an interview pursuant to Va. Code §2.2 – 4301(3)(a));

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**CONTRACTOR'S PROPOSAL
FOR COLLECTING, TRANSPORTING AND PROCESSING
USED COOKING OIL**

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

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

Company name: _____

Complete mailing address: _____

Physical address (if different from above): _____

Phone number: _____

Hours of operation at the above number: _____

Primary contact person: _____ Title: _____

Signature: _____ Date: _____

Cellular telephone number: _____ Fax: _____

E-mail address: _____

Federal I.D. Number: _____ Social Security Number: _____

The undersigned, having carefully read and considered the terms and conditions of the RFP Documents for Collecting, Transporting and Processing USED COOKING OIL (CVWMA RFP 12-52) for the jurisdictions of the CVWMA, and being familiar with local conditions affecting the cost of work, does hereby offer to furnish, for the payment amount(s) or at the rates hereinafter set forth, all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the service as specified. This proposal is valid for ninety (90) days from the date of its submission.

By: _____
Signature

Company Name

Please Print Name

Address

Title

City and State

Date

Telephone

NON-COLLUSION AFFIDAVIT OF OFFEROR

State of _____)

)ss

County of _____)

_____, being duly sworn, deposes and says that:

He/She is _____ of _____ the offeror that has submitted the attached proposal;

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

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

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

The price or prices set forth in the attached 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: _____.

PUBLIC NOTICE

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

Collecting, Transporting and Processing Used Cooking Oil Request for Proposals

The Central Virginia Waste Management Authority (CVWMA) is seeking proposals for collecting, transporting and processing of used cooking oil at various sites located within its service area. The Contractor shall ensure that all used cooking oil collected (except residue/contamination) shall be, beneficially reused, remanufactured or recycled. No material shall be illegally disposed. The contract or contracts resulting from this Request for Proposals will be for a three-year period beginning on or about July 1, 2012. Written responses must be addressed to the CVWMA and received no later than 2:00 p.m., May 30, 2012. A copy of the full Request for Proposals is available at 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; bharris@cvwma.com.