

Central Virginia Waste Management Authority

Request for Proposals (RFP)

VEGETATIVE DEBRIS PROCESSING & REMOVAL SERVICES

CVWMA RFP 12-53

Issue Date: May 9, 2012

Proposals Due: June 6, 2012, 2:00 p.m.

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

Central Virginia Waste Management Authority
Request for Proposals (RFP)
Vegetative Debris Processing and Removal Services
CVWMA RFP 12-53

- 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 authorizing 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 with one or more entities for the processing and removal of vegetative debris from various collection sites and “as needed” site restoration. The intent on any Contract(s) executed as a result of this RFP is have Contractors ready to process and remove vegetative debris generated by a natural or manmade event in a manner that will allow the Participating Local Jurisdictions to submit expenditures for Federal Emergency Management Agency (FEMA) reimbursement. Those jurisdictions that ultimately decide to execute a Special Project Service Agreement for the potential contract are considered “Participating Jurisdictions.” 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 bidders to provide debris processing and removal services. The debris shall be processed into a recycled product or products and/or used to generate usable energy as specified in **9 VAC 20-130-10 et seq., Regulations** for the Development of Solid Waste Management Planning, Amendment 1. Any product or products produced should be eligible for inclusion as “recyclable material recycled” in the calculation of the recycling rate for the regional as specified in **9 VAC 20-130-120**. 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. Offeror Responsibility:** The CVWMA wishes to enter into a contractual arrangement that will be negotiated with one or more entities for the processing and removal of vegetative debris from one or more collection sites located within its service area. The debris may be removed from the site and/or processed at another site or ground onsite and then removed. All aspects of material handling and processing must be in compliance with all applicable federal, state, and local laws, ordinances, and regulations. Lack of knowledge of Offeror shall in no way be relief from liability or a defense to legal action. Further, Offeror shall be responsible for obtaining all applicable permits or licenses to conduct such work.

- 5. Contract Terms:** Any contract resulting from this RFP **shall include but not necessarily be limited** to the following terms:
 - a. **Definitions:** For the purposes of this RFP and any resulting Contract, the following terms shall apply:
 1. *Authority or CVWMA* - shall mean the Central Virginia Waste Management Authority, the instrumentality created under the provisions of the Virginia Waste and Water Authorities Act, §15.2-5100, et seq., and includes the individual members (or voting alternates) of the CVWMA Board of Directors, and the officers, agents or employees of the Central Virginia Waste Management Authority. For the purposes of this Contract, "Authority" shall not include the governing bodies, the individual elected officials of the Participating Local Jurisdictions served by this Contract, except those elected officials who serve as members or alternates of the CVWMA Board of Directors, nor the employees or agents of the Participating Local Jurisdictions acting on behalf of their employer or principal, respectively.
 2. *Contract* – shall mean the written document and all amendments thereto, between the CVWMA and the Contractor governing the provision of Vegetative Debris Processing and Removal Services as provided herein that shall result from this RFP.
 3. *Contractor* - shall mean the individual, firm, partnership, joint venture, corporation, or association performing Vegetative Debris Processing and Removal Services under the Contract with the Central Virginia Waste Management Authority (CVWMA).
 4. *Force Majeure* – shall mean any cause beyond the reasonable control of the party whose performance under this Contract is adversely affected, including but not limited to acts of God, change in law, war, riot, fire, explosion, wind storm, flood, inability to obtain or use fuel, power, or raw materials, shortage or failure of the usual means of transportation, injunction, action by governments not party to this Contract, accident, and 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.

5. *Member Jurisdictions* – shall mean the members of the CVWMA including the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and Prince George; the Cities of Colonial Heights, Hopewell, Petersburg, and Richmond; and the Town of Ashland.
 6. *Participating Local Jurisdictions* - shall mean those CVWMA Member Jurisdictions that have executed the Special Project Service Agreement for Vegetative Debris Processing and Removal Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
 7. *Recycled Material* - shall mean organic soil amendment material, mulch, boiler fuel, and other materials which result from the Vegetative Debris Processing and Removal Services.
 8. *Recycling* - shall mean 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.
 9. *Service Sites* - shall mean sites where Vegetative Debris Processing and Removal Services are to be performed. The CVWMA will notify the Contractor in writing as to the location of Service Sites as those sites are designated by Participating Localities over the term of the Contract.
 10. *Special Project Service Agreement* - shall mean an agreement between the CVWMA and the Participating Local Jurisdictions specifying the terms and conditions under which those jurisdictions will participate in the program outlined in the Contract.
 11. *Vegetative Debris* -shall mean grass clippings, leaves, brush prunings, tree limbs and stumps (stumps less than 24” in diameter are considered brush), and other vegetative waste which is free of non-biodegradable materials such as plastic.
 12. *Vegetative Debris Processing Services* - shall mean those services to be performed by the Contractor including: **a)** grinding of vegetative debris for volume reduction at Service Sites; **b)** transportation and/or oversight of transportation from Service Sites to remove material; **c)** reporting to the CVWMA the results of the process; **d)** the performance of any and all other functions and obligations relative or ancillary to the described services; **e)** restoration of the site (by grading and applying a layer of mulch to stabilize the work area).
- b. **Term of Contract:** The term of the contract will be for a five (5) year period beginning on or about July 1, 2012, and ending on June 30, 2017. The parties agree that by their mutual consent, each expressed in writing and received at least one hundred and eighty (180) days before the termination of the initial term ending December 31, 2013, that the contract may be extended for an additional period of five (5) years upon the same terms and conditions as set forth in the contract.

c. Scope of Services:

1. The Contractor shall operate vegetative debris processing equipment in the Participating Jurisdiction(s) at designated sites on an “on call” basis, in response to a request received by the CVWMA from an authorized representative of a Participating Jurisdiction(s). The Contractor shall begin work within five (5) days of notification by CVWMA. At the onset of the Contract, the Contractor shall provide the CVWMA a point of contact for the term of the contract and keep that contact current at all times.
2. The Contractor shall provide experienced, properly trained, qualified operators for each piece of equipment used in the debris processing and removal operation. The operator or operators of each piece of equipment shall process a valid CDL license when required for the equipment being operated.
3. The Contractor shall provide supervision of employees at all times. The supervisor shall be available to meet with Participating Local Jurisdiction personnel within one hour of notification as work progresses. The supervisor’s name and cell phone number shall be required prior to the commencement of scope of work activities.
4. The designated processing site(s) shall be open to the Contractor from 7:00 a.m. to 7:00 p.m., Monday through Saturday. All work shall be conducted during daylight hours (defined as sunrise and no later than sunset) unless otherwise directed by the Participating Local Jurisdiction.
5. The Contractor shall be responsible for determining the method and manner of debris removal operations, to complete the work in the agreed to time, and consistent with the Scope of Services.
6. The Contractor shall obtain all permits or licenses necessary to complete the work.
7. The Contractor shall be responsible for correcting any notices of violations and/or covering the cost of damages resulting from any notices of violations issued as a result of their actions or operations.
8. Contractor shall provide all personnel and equipment necessary to load, process and/or transport vegetative waste from the stockpiled area.
9. Contractor shall be responsible for operating and maintaining equipment necessary to carry out the provisions of the Contract resulting from this RFP.
10. Neither the CVWMA nor the Participating Jurisdiction shall be responsible for tramp metal or other contamination found in vegetative waste that may cause damage to Contractor’s equipment or injury to its employees or similar and it shall be incumbent upon Contractor and its employees to review, survey, etc debris, prior to processing
11. Contractor shall provide CVWMA with an activity report not later than the 10th of the following month to include the cubic yards and/or tons of vegetative waste processed for each location.
12. All work shall be performed according to the standards of the industry and to the complete satisfaction of the Participating Local Jurisdiction.

13. The Contractor shall ensure all personnel and equipment comply with OSHA and VOSH standards as they apply to work being done and not create any hazardous conditions with equipment used.
 14. The Contractor shall ensure proper behavior of employees to include courteous and respectful communications with any citizens or employees of the Participating Local Jurisdiction that they may come in contact with. Anyone exhibiting behavior deemed unacceptable by the Participating Local Jurisdiction will be barred from the work site.
 15. The Contractor shall provide an estimate in tonnage or cubic yards of vegetative debris to the Participating Local Jurisdiction prior to the commencement of work. This quoted amount shall be firm for billing purposed unless the material is weighed as outbound mulch (tons).
 16. During the execution of the work the Participating Local Jurisdiction shall have the authority to suspend work fully or in part due to the failure of the Contractor to correct conditions unsafe for the workers and/or general public, for failure to carry out orders for such period and as may be deemed necessary due to unsuitable weather, conditions unsuitable for the execution of work, or for any conditions or reasons deemed to be in the Participating Local Jurisdictions best interest.
 17. The site must be restored by the Contractor to conditions acceptable to the Participating Local Jurisdiction (i.e. grading, landscaping, etc). The Participating Local Jurisdiction reserves the right to inspect work in progress, as well as make final inspection to approve completed work. If the Contractor fails to clean up or return to acceptable pre-event condition at the completion of work, the Participating Local Jurisdiction may do so and charge the costs to the Contractor.
- d. **Billing and Payment:** The CVWMA shall make payments to the Offeror within thirty (30) days after receipt of a complete and satisfactory billing invoice by the 10th of the month. No payment will be due until thirty (30) days after project operations have begun. No invoice will be submitted for work that has not as yet been performed.
- e. **Compensation for Services and Escalation Clause:** Any more beneficial pricing structure proffered to a CVWMA member jurisdiction compared to that extended under the terms of Contract resulting from this procurement during the entire term of the Contract shall be granted to the CVWMA and incorporated into the Contract. An annual adjustment may be made to reflect the general increase in the cost of operations. Contract fees may increase at a rate equal to the U.S. Consumer Price Index for All Urban Consumers (CPI-U) for the preceding twelve-month period, but the increase shall not exceed five (5) percent per year.

- f. **Petition for Unusual or Unanticipated Costs:** The Offeror may petition the CVWMA at any time for adjustments or additions to associated fees on the basis of unusual changes, such as new or revised laws, ordinances or regulations, 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.
- g. **Quantities:** This is a “requirements” based contract and no minimum amount of material is guaranteed or implied.
- h. **Title to Material:** Title to the vegetative debris following grinding and/or transporting (which ever occurs first) shall vest to the Contractor. Prior to that, the Participating Local Jurisdiction shall have title to the vegetative debris. At no time shall CVWMA have title to the material.
- i. **Nondiscrimination:** During the performance of any contract resulting from this RFP, the Contractor must agree to the following:
 - 1. 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.
 - 2. 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.
 - 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - 4. 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.
 - 5. 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.

- j. **Indemnification:** The Contractor shall indemnify and hold the CVWMA and its Member Jurisdictions and their officers, agents and employees harmless from and defend against all claims, damages, losses, and expenses, including attorneys' fees, of whatever kind or nature arising out of or resulting from the contractor's providing or failing to provide any construction, product, goods, or services required under the Request for Proposals or a related 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; provided, however, that the contractor's indemnification obligation under the scope of services of a contract resulting from the Request for Proposals shall be limited to claims, damages, losses, and expenses caused 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.
- k. **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.
1. Worker's Compensation and Employer's Liability
 - a. Coverage A - Statutory Requirements

 2. Automotive Liability, Including Owned, Non Owned and Hired Car Coverage

Limits of Liability -

 - a. Bodily Injury \$1,000,000 each person
 \$4,000,000 each occurrence
 - b. Property Damage \$1,000,000 each occurrence

 3. Comprehensive General Liability

Limits of Liability -

 - a. Bodily Injury \$1,000,000 each person
 \$4,000,000 each occurrence
 - b. Property Damage \$1,000,000 each occurrence
 - c. Including:

- i. Completed Operations/Products
- ii. Contractual Liability for Specified Agreements
- iii. Personal Injury
- iv. Broad Form Property Damage

NOTE: The levels of coverage required in “2.” and “3.” can be met by the primary policy alone, or in concert with an excess liability policy.

1. **Performance Bond:** The Offeror shall be required, if awarded a contract under this RFP, to furnish to the CVWMA, and keep current during the term of the Contract, including renewals if applicable, a performance bond for the faithful performance of the Contract and all obligations arising thereunder in an amount equal to at least twenty thousand dollars (\$20,000). It shall be executed by a surety company licensed to do business in the Commonwealth of Virginia; having an "A-" or better rating by A. M. Best or Standard and Poor's; and included on the list of surety companies approved by the Treasurer of the United States. The performance bond shall be in a form acceptable to the CVWMA covering the faithful 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.
 1. Should the financial condition of the surety or banking institution become unacceptable to the CVWMA, the Offeror shall be notified in writing of that unacceptability. Within sixty (60) days of receipt of said notification Offeror shall furnish such additional bond or substitute letter of credit at the Offeror's expense as may be required by the CVWMA to protect its interests.
 2. The Contract shall be subject to termination by the CVWMA at any time if said bond or letter of credit shall be canceled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond or letter of credit must be served upon the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. The Contract will not be terminated if within five (5) working days of receipt of such notice the Offeror's files with the CVWMA a similar bond or letter of credit to be effective for the balance of the Contract period.
- m. **Governing Law:** This RFP and any contract resulting from it shall be situated in the City of Richmond, Virginia, and the laws of the Commonwealth of Virginia shall govern the rights, obligations, duties and liabilities of the parties to the Contract and shall govern the interpretation of the Contract. Any and all legal action necessary to enforce the Contract will be filed in the General District or Circuit Court of the City of Richmond, Virginia or the United States District Court, Eastern Region District, Richmond Division, regardless of the location of or the geographic circumstances of the dispute.

- 13. 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 Participating Local Jurisdiction or CVWMA employee or appointed official who owns, directly or indirectly, an interest of 5 percent or more in the Offeror's firm or any of its branches, divisions or subsidiaries.
- 14. 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.
- 15. 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:
- b. 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.
 - c. 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.
- 16. 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:
- b. The Offeror will provide a drug-free workplace for its employees.
 - c. 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.
 - d. 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.
 - e. 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.

17. General Terms and Conditions of the Request For Proposal:

- b. Sealed responses (1 original and 3 copies) to this Request for Proposals will be received no later than 2:00 p.m., local time prevailing, on June 6, 2012, by:
Central Virginia Waste Management Authority (CVWMA)
2100 W. Laburnum Avenue, Suite 105,
Richmond, Virginia 23227
- c. 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 Vegetative Debris Processing and Removal Services."
- d. Proposals may be withdrawn up to 24 hours prior to Proposal deadline and may not be modified after the Proposal deadline.
- e. 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.
- f. Proposals will be valid for ninety (90) days following the date of submission.
- g. Proposals will not be accepted by Fax machine or Internet E-mail.
- h. Information provided in the proposal should include but not be limited to:
 - i. Specifications of grinder(s) to be utilized to include model name and number, rated throughput rate, size limitations, screen sizes available, loader specification, etc.
 - ii. Proposed rate for Debris processing and Removal (\$/ton and/or \$/cubic Yard of loose brush or ground mulch {chip size should be specified})

Evaluation Criteria: Each proposal will be evaluated by a committee of qualified individuals for responsiveness to the requirements of this RFP. The evaluation criteria shall include, but are not limited to:

- i. The responsiveness and completeness of the proposal;
- ii. Offeror's demonstrated experience in handling and managing vegetative debris;
- iii. Offeror's demonstrated experience processing vegetative debris;
- iv. Fee charged for the proposed program (fee shall be considered in proposal evaluations, but shall not be the sole determining factor.);

- v. Technical soundness of Offeror's proposed removal, and processing procedures, including proposed personnel, equipment and vehicles;
- vi. 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 VEGETATIVE DEBRIS PROCESSING & REMOVAL

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

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

Contact Person _____

Phone _____ Fax _____

E-Mail _____

PROPOSAL INFORMATION:

Grinder Name & Model No. _____

Throughput Rate (Cu yd/hr or Tons/hr) _____

2nd Grinder Name & Model No. _____

Throughput Rate (Cu yd/hr or Tons/hr) _____

Rate for Processing and Debris Removal (\$/Ton and/or \$/cubic Yard of loose brush or
mulch {chip size specified}) _____

Other _____

The undersigned, having carefully read and considered the terms and conditions of the Contract Documents for Vegetative Debris Processing and Removal (CVWMA RFP 12-53) 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

Vegetative Debris Processing and Removal Services Request for Proposals

The Central Virginia Waste Management Authority (CVWMA) is seeking proposals for emergency processing and removal of vegetative (RFP 12-53) debris resulting from natural or manmade disasters at various collection sites located within its service area. The vegetative debris shall be processed into a recycled product or products and/or used to generate usable energy. The contract or contracts resulting from this Request for Proposals will be for a five-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., Friday, June 6, 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 Bernard B. Harris, CVWMA Director of Operations, (804) 359-8413 or Bharris@CVWMA.com.