

SECTION 5
SCOPE OF SERVICES
MUNICIPAL SOLID WASTE (MSW) COLLECTION AND CURBSIDE RECYCLING
SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

SERVICE COMPONENTS

General Requirements – The Offeror shall provide municipal solid waste (bulky waste, garbage, rubbish, and yard waste) collection in the City of Hopewell and the Town of Ashland and curbside recycling services from residential units and equivalent residential units as herein described in the City of Hopewell beginning on or about July 1, 2014. It is the resident's responsibility to see that Carts, Containers, Bundles, and/or Bags are placed at the designated location (including back yard, alley, curbside or alternate location) by 7:00 a.m. on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways.

The Offeror may decline to collect any Cart, Container, Bundle, or Bag improperly set out; any Cart, Container, Bundle, or Bag not defined in the Definitions; any Cart, Container, or Bag containing material other than Municipal Solid Waste, or any Municipal Solid Waste not properly contained or bundled, or any Cart or Container of Recyclable Materials containing an unacceptable amount of non-recyclable materials in the judgment of the recycling operator. Where the Offeror has reason to leave waste or recyclable materials uncollected at a residence, the resident or other responsible person shall be informed by the Offeror at the scheduled time of collection by written notice as to why the material was not collected. Written notice of non-collection must also be sent on a daily basis to CVWMA. In addition a picture shall be taken of the uncollected material and forwarded to CVWMA by the end of the collection day as well as reasons for non-collection. Once serviced, the Cart or Container shall be returned to the place where it was set out.

Collection of MSW will be made by the Contractor once per week. Collection of recyclables will be made by the Contractor once every other week based on the schedule established by CVWMA. The Offeror shall complete all routes daily as scheduled.

Residents may place recyclable materials in a single stream (materials such as aluminum, plastic and steel containers and paper products mixed together) for bi-weekly service.

Except as noted herein, residents will place the containers at the curbside on the collection day by 7:00 a.m. Recycling will be collected at the same place as the MSW. If the MSW is collected in the Alley, the recycling collection will be in the alley.

After servicing, all carts shall be returned upright with the lid closed to the exact location that they were placed for collection. If a MSW or recycling cart is placed standing at the curb but it is knocked over due to unforeseen causes (weather, wind, etc.), it is the Contractor's responsibility to stand the cart upright for collection. If litter is created as a result of these unforeseen causes (and is not due to Contractor's actions), the Contractor is not required to pickup the MSW or recyclables outside of the cart. Any materials remaining inside the cart shall be serviced accordingly.

When construction work is being performed in the right of way, residents who place containers as close as practicable to an access point for the collection vehicle will be serviced by the Contractor and the container will be returned to the location it was set out for collection.

Carts - Potential Offerors should make an examination of the various trash Carts currently in use in Hopewell and Ashland specified in this RFP to ascertain dimensions and service equipment requirements. The current vendor has provided and is currently servicing approximately 1,520 95-gallon and 100 65-gallon MSW carts in the Town of Ashland and is servicing approximately 8,800 90-gallon carts in Hopewell provided by the City. There are no recycling carts currently being serviced in the Hopewell. As the current Contractor owns the MSW carts, the Offeror selected is required to provide necessary trash carts to residents in Ashland. In Hopewell the Offeror selected may continue to use and take over responsibility for the MSW carts in Hopewell or provide new carts (proposal should include both options). Hopewell residents with more than one Hopewell cart have purchased the additional cart(s) from the City and own them. The Offeror selected for curbside recycling in Hopewell will be responsible for providing carts. It should be assumed that all Equivalent Residential Units (ERUs) will initially have one MSW cart and in Hopewell, one recycling cart. ERUs may request additional carts. All carts provided shall have Radio Frequency Identification (RFID) tags and the Offeror shall be responsible for tracking and control of carts.

It shall be the Offerors's responsibility to replace any Cart or Container, if the Offeror's employee, agent, or subContractor has caused the Cart or Container to be damaged so that it is no longer serviceable. The determination of serviceability or cause of non-serviceability shall be made by the CVWMA in its sole discretion.

The color, graphics and other markings on both the MSW and Recycling cart provided by the Offeror shall be determined by the CVWMA and the Participating Local Jurisdictions.

Alternate Location Service – Notwithstanding any term or definition set forth in a Contract resulting from this RFP, collection of MSW and/or Recycling Materials from a Residential or Equivalent Residential Unit where all adult occupants residing therein require assistance shall be made from an alternate location than that generally required of residents. Such requests for alternate location service will be made to the CVWMA by the resident(s), approved by the CVWMA and communicated to the Offeror in writing. No additional monies shall be due to the Offeror for the provision of alternate location service. The Offeror will provide each collection crew with a list of said addresses, by route, to ensure driver awareness of the responsibility to provide this alternate service. Currently approximately 115 Ashland Residential Units and approximately 110 Hopewell Residential Units require Alternate Location Service for MSW although others may become necessary and a like number may require alternate service for recycling collection in Hopewell. Failure by Offeror to provide alternate or "porch" service to eligible residences may be excused by the CVWMA where:

- i. Access to the porch is impeded by gates which are either inoperative, locked or tied;
- ii. A dog is loose, tied near, or blocks free access to the porch where the container has been placed.
- iii. The container is placed in a location from which the collection vehicle is no longer visible to the collection crew.
- iv. The container is placed in a location which requires the collection crew to enter the Dwelling Unit.

Areas to be Served – The City of Hopewell and the Town of Ashland.

Collection - Trash and Recycling Containers shall be set-out in front of a Dwelling Unit along the curb on public streets in the designated Service Area. Some collection in alleys may be required. The Recycling Containers shall be placed in the same area as the trash carts are placed for collection. Other locations may be defined for the purposes of providing Collection Services where an alternate location is preferable and desirable for providing collection services to reduce impedance to traffic flow on public streets or to reduce the risk of accidental private property damage or personal injury to either the participating public or Offeror's personnel. However, where the

Dwelling Unit of the customer receiving Collection Service is located in such a manner as to provide non-accessibility to the Offeror's crew or vehicle, an alternative location shall be arranged. In the event an appropriate location cannot be agreed upon, CVWMA shall mediate the dispute and designate the location for collection. These other or alternate locations are to be provided at no extra cost to the customer.

Day and Hours of Collection –Collection of MSW in Ashland is currently on Mondays and in Hopewell on Monday and Tuesday (approximately half each day) and base proposals shall reflect that. Alternate proposals changing the current collection schedule for Hopewell will be considered if it is economically beneficial. Alternate proposals for Ashland with collection on a day other than Monday will not be considered. When a holiday falls on the scheduled service day or prior to the scheduled service day in the same week, collection will occur on the subsequent day. In the event of changes in routes or schedules that will alter the day of pickup, the Offeror shall so notify each resident affected in a manner agreed to by the CVWMA and the Participating Local Jurisdiction.

Normal hours of collection are to be from 7:00 a.m. to 7:00 p.m. Exceptions may be made only when the Offeror has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances. The CVWMA must approve any such exception.

Holidays – The following holidays will be observed as non-collection days by the Offeror: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The suspension of collection service on any holiday in no way relieves the Offeror of his/her obligation to provide collection service to each Residential Unit once per week for trash and once every other week for recycling. Extending the hours of service to meet this obligation is subject to the CVWMA's approval.

Inclement Weather -- The Offeror shall be responsible for canceling collection operations as a result of inclement weather. The Offeror will notify the CVWMA immediately by telephone message and facsimile transmittal or 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 collection on the next possible regular working day of the same week if necessary. In the event that inclement weather results in the necessity to cancel service for more than two days of a regular collection schedule, the Offeror shall endeavor to make-up days of canceled service during the same collection week. In the event that the Offeror cancels collection due to inclement weather and is unable to make up the canceled service, the CVWMA shall be entitled to an adjustment on the monthly billing to reduce the cost of service in proportion to the number of canceled and lost collection days. The adjustment shall be calculated by multiplying the number of Residential and Equivalent Residential Units that did not receive collection services by 75 percent of the prorated Monthly Service Fee for collection. The CVWMA agrees to assume responsibility for reasonable public notice of the cancellation of Municipal Solid Waste and Recycling Collection Services due to inclement weather.

Routes and Schedule of Collections – The Offeror shall provide the CVWMA with photo-reproducible maps of proposed collection routes and collection day schedules of residential routes and keep such information current at all times.

Prior to commencing service, the selected Offeror(s) agrees to furnish, for the CVWMA's approval, maps of all routes and the collection day schedule to be used in serving the area as specified in this Contract. Changes in routes and/or schedules will not be approved during the initial term of the Contract resulting from this procurement. In the event unforeseen circumstances

prompt need for route changes, Offeror may petition CVWMA for consideration in its sole discretion.

The selected Offeror(s) shall perform MSW and Recycling Services to ensure that it creates a minimum of disruption to the neighborhood where the Services are provided. All Recyclable Materials placed in or near the Recycling Container or in personal containers identified as recycling shall be collected. The Offeror shall take measures to ensure that it leaves no obstruction to public ways, driveways or mailboxes when it concludes its services at each Dwelling Unit

The Offeror shall comply with all height and weight restrictions for any bridge, road or tunnel. At the request, and under the authority of the Participating Local Jurisdiction, the CVWMA may inform the Offeror that its vehicles are denied access to certain streets, alleys, bridges and public ways where it is in the interest of the general public to do so because of conditions of the streets or bridges or the nature of development in the general area. Notice shall be given by the CVWMA prior to such denial so as not to unduly interfere with the Offeror's normal operations and scheduling. The enforcement of this request shall be with the law enforcement authorities of the relevant Participating Local Jurisdiction.

Collection Equipment – An adequate number of vehicles shall be provided by the Offeror to collect MSW and Recyclables in accordance with the terms of the Contract resulting from this procurement. The vehicles must be sufficient to handle the special requirements of adverse weather and holiday overloads. Any proposed change in the equipment during the Contract period shall be submitted in writing by the Offeror to the CVWMA. The vehicles or other applicable equipment 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. Each vehicle shall be uniquely numbered in lettering at least three (3) inches high. During operation on routes served through this Contract, each truck shall display temporary signage on each side of the vehicle indicating the CVWMA telephone number customers should call to report service issues or complaints. Lettering on this temporary sign should be at least three (3) inches high or a size that has been approved by the CVWMA. This signage shall be removed when trucks are used by the Offeror for non-CVWMA activities.

Each truck shall be equipped to clean up Municipal Solid Waste or recycling materials that may be spilled or otherwise scattered during the process of collection. If a vehicle is identified as spilling liquids of any type it shall immediately be removed from service even if only one spill and it is contained. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste or recycling materials and/or leakage of fluid. No vehicles shall be willfully overloaded.

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 (as determined by CVWMA). 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 Municipal Solid Waste or Recycling Collection Service under this Contract. Exclusion of a vehicle does not absolve Offeror of performing all duties under Contract.

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, capacity and appearance to the equipment used by the Offeror to perform the duties required by the Contract.

Each collection vehicle (whether assigned or backup) 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 alarms to indicate movement in reverse.
- f. Sign on the rear of the vehicle which states "This Vehicle Makes Frequent Stops."
- g. Absorbent material, broom and shovel for cleaning up spills. (MSW Collection vehicles)

Personnel – The Offeror shall maintain an office within the CVWMA Region that has adequate staff and resources needed to carry out the requirements of the Contract.

The Offeror shall assign one or more qualified field supervisors to oversee Municipal Solid Waste and Curbside Recycling Collection services and shall provide the name(s) of the person(s) in writing to the CVWMA. The supervisor shall have radio or cellular communication with the Offeror's office. The supervisor must be in the Participating Local Jurisdiction (but not in a collection vehicle) monitoring the operation during collection times. 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 the required collection hours.

The Offeror shall prohibit all drivers and crewmembers from drinking or being under the influence of alcoholic beverages, illegal drugs or other substances (including prescription drugs if applicable) that impair performance while on the job.

The Offeror shall prohibit drivers from using mobile devices, equipment, etc. while operating a vehicle (while the vehicle is in motion).

The Offeror shall require its employees to be courteous at all times, to work quietly and not to use loud or profane language or blare music or other loud noise. 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's employees shall follow the regular walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with property which does not concern them.

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 an Offeror in providing Municipal Solid Waste or Curbside Recycling 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 the Participating local Jurisdictions.

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 and/or residents served by the Municipal Solid Waste Collection and Curbside Recycling service program.

All service inquiries and complaints shall be directed to and received by the CVWMA's customer service office. The CVWMA will record each complaint into the CVWMA web based computer application. The information, including the address and phone number of the complainant, date of occurrence, nature of occurrence and requested disposition will be available on a real time basis to the Offeror. A representative of the Offeror shall be available to monitor and direct action on the complaints throughout the day.

The Offeror shall have until the end of the current workday to return and collect those missed customers or otherwise resolve the complaint when notified by 10:00 a.m. by the CVWMA. When notified by the CVWMA after 10:00 a.m., the Offeror shall have until 10 a.m. the next workday to return and collect those missed customers or otherwise resolve the complaint. For those complaints received on Friday after 10:00 a.m. and by 10:00 a.m., Saturday, the Offeror shall return and collect those customers missed or otherwise resolve the complaint by 6:00 p.m. Saturday. Missed collections where notification is provided after 10:00 a.m. on Saturday shall be resolved by 10 a.m. the next workday. In all instances of missed collections, the Offeror shall make every effort to resolve the complaint the day on which notification of the complaint is received.

At the end of each workday the Offeror shall close out all complaints or other work orders on the CVWMA computer application that have been resolved during that work day. This shall include the disposition and date and approximate time of disposition.

In the event the Offeror believes any complaint to be without merit, they shall notify the CVWMA. The CVWMA shall investigate all disputed complaints and render a decision.

Quality Performance of the Offeror – It is the intent of the CVWMA to ensure that the Offeror provides a quality level of Municipal Solid Waste and Curbside Recycling Collection Service. The CVWMA shall notify the Offeror of each complaint reported to the CVWMA. It shall be the duty of the Offeror to take whatever steps are necessary to remedy the complaint. Failure to remedy the complaint as set forth in the preceding section may result in liquidated damages against the Offeror to cover CVWMA’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. The following summarizes the liquidated damages that may be assessed by the CVWMA:

Failure to clear collection complaints as follows:

- By the end of the current work day when the Contractor has been notified by the CVWMA by 10:00 a.m. \$50.00 per Residential or Equivalent Residential Unit for complaints not resolved by the end of the appropriate workday after notification by the CVWMA. \$50.00 per Residential or Equivalent Residential Unit for each subsequent day.
- By 10 a.m. the subsequent work day when the Contractor has been notified by the CVWMA after 10:00 a.m.;
- By 6:00 p.m. on Saturdays when the Contractor has been notified after 10:00 a.m. on Friday and by 10:00 a.m. on Saturday;
- By 10:00 a.m. the following workday when the Contractor has been notified after 10:00 a.m. on Saturday.

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

Failure to assign and make available, in a timely manner, a qualified field supervisor. \$100.00 per workday.

Failure to provide notification of non-compliance with the hours of operation to the CVWMA. \$100.00 per incident per day.

Changing routes or route order without proper notification to CVWMA and Participating Local Jurisdictions. \$100.00 per incident.

Failure to replace a Cart or Container damaged by an employee, agent or subContractor of the \$100.00 per incident

Contractor that has been deemed unserviceable by the CVWMA.

Failure to deliver collected Municipal Solid Waste to an appropriate disposal site.	\$1,000.00 per incident.
Failure to deliver Recyclable Materials to an appropriate Materials Recycling Facility.	\$1,000.00 per incident
Persistent Miss: Failure to collect the cart as scheduled from a residential unit three cycles in a row or 4 times in 6 cycles	\$250.00 per incident
Alternate Location Miss: Failure to collect cart as scheduled from an alternate location residential unit two cycles in a row.	\$250.00 per incident
Cart Placement: Failure to return the cart to the proper location twice in 4 cycles if it results in a complaint from the customer.	\$50.00 per incident
Cart Delivery/Repair: Failure to deliver a cart as requested or repair a cart as requested within 7 calendar days of the request	\$20.00 per incident per day
Failure to provide monthly or annual reports	\$500.00 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 trash collected / disposed (in tons).
2. Number of loads of residential trash from each Participating Local Jurisdiction.
3. Current count of carts by size and collection frequency (i.e., number of 68- and 95-gallon carts).
4. List of all facilities used for trash disposal.
5. Log of all resident addresses where "education tags" were left because of Prohibited Materials set out for trash or recycling collection.
6. Total tonnage and number of set-outs by route for each recycling collection day.
7. Tonnage shipped to recycling markets during the month and prices received for each of the following Recyclable Material: fiber, steel, aluminum, #1 plastic, #2 plastic and glass.
8. Number of carts delivered for both Trash and Recycling categorized as New (ERUs that had not previously been delivered a cart or where a cart had been removed), additional (2nd or more cart for and ERU) and replacement

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

1. Total quantities of trash collected and disposed as collected from within the Participating Local Jurisdiction (in tons).
2. List of all trash disposal facilities utilized.
3. Actual number of total bulky item collection occurrences by sub-type (e.g., bulky items requiring special processing, bulky items not requiring special processing, other waste). Monthly reports shall

be due to the CVWMA by the 15th day of each month. Annual reports shall be due by January 31 of each year. The Offeror shall include in its annual report recommendations for continuous improvement in the Participating Local Jurisdiction's trash program (e.g., public education, etc.).

4. Tonnage of Recyclable Materials collected

5. Recycling set-out totals for each route.

6. Tonnage of Recyclable Materials shipped from the processing facility for each type of material (fiber, steel, aluminum, #1 plastic, #2 plastic and glass).

Actual truck scale weight ticket receipts must be maintained on file for at least five (5) years from the actual date and made available to the CVWMA or its agent immediately upon request.

Annual Performance Review Meeting

Upon receipt of the Offerors 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 and recycling quantities.

2. Review Offeror's performance based on feedback from residents to the CVWMA and/or Participating Local Jurisdiction staff.

3. Review Offeror's recommendations for improvement to the Participating Local Jurisdiction's trash and recycling programs, 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

MSW Requirements:

Bulky Waste Collections -- Routine Bulky Waste Collections are currently made from residents of the service area as needed as part of the normal provision of services under the Contract. The amount of Bulky Waste that constitutes a Routine Bulky Waste Collection shall be defined in the Definitions portion of Section 6. Offerer's may propose alternative methods for collecting Routine Bulky Waste. Bagged and/or containerized waste set out with the cart(s) is not considered Bulky Waste. Bagged leaves and/or grass clipping is considered Bulky Waste. If other Bulky Waste is placed out the bagged leaves / grass clippings are included in the calculation of the maximum to be collected. Bundled yard waste/brush shall be included in the calculation also.

Special Bulky Waste Collections must be scheduled with the Contractor by the CVWMA as requested and are subject to special pricing; that pricing is requested by Cost Proposal Form in Section 7. Once requested, Special Bulky Waste Collections shall begin within two (2) working day.

Should the frequency with which materials are set out for Routine Bulky Waste Collection at any Residential or Equivalent Residential Unit suggest that a Special Bulky Waste Collection is actually required; the Contractor shall notify the CVWMA. The CVWMA and the Participating Local Jurisdiction will assess the situation and make a determination as to the type of bulky waste set out that is occurring. If it is determined by the CVWMA and the Participating Local Jurisdiction that the set out requires a Special Bulky Waste Collection, it will be considered as such for purposes of service and billing. The final determination shall rest with the CVWMA.

Disposal Site -- The Offeror shall be totally responsible for all equipment while being operated on any disposal site whether publicly or privately operated. All MSW collected under this Contract must be disposed of at a permitted disposal site at the Offeror's expense. The location of

the permitted disposal site to be used under the terms of this Contract shall be specified by the Contractor. Any change in disposal site shall be communicated in writing to the CVWMA

General MSW - Once per week trash collection at the curb shall be provided to each Residential Unit or Equivalent Residential Unit. As noted in Section 2, the estimated number of Units in Hopewell is approximately 8,775 and in Ashland it is 1,465. These numbers may change over the term of the Contract. Routine Bulky Waste Collection is included as part of the specified service. The Offeror may propose methods for the collection of Bulky Waste different from the current system where it is collected as part of regular cart service. The relevant Cost Proposal Form is included in Section 7 of this RFP.

Front-end loading containers and collection as specified below shall also be provided for the following public facilities located in the City of Hopewell (Current Collection sizes and frequency are subject to change):

<u>LOCATION</u>	<u>ADDRESS</u>	<u>CAPACITY</u>	<u>COLLECTION FREQUENCY</u>
Animal Shelter	507 Station St	2 Cu Yd	Th
City Garage	103 S Hopewell St	8 Cu Yd	Th
City Garage	103 S Hopewell St	4 Cu Yd	Th
Health Department	220 Appomattox St	6 Cu Yd	MTh
Hopewell HS	400 S Mesa Dr	6 Cu Yd	MF
Hopewell HS	400 S Mesa Dr	6 Cu Yd	MF
Hopewell HS	400 S Mesa Dr	8 Cu Yd	MWF
Hopewell HS	400 S Mesa Dr	8 Cu Yd	MTWTF
New Patrick Copeland ES	400 Westhill Dr.	6 Cu Yd	MTWTF
City Hall	300 N Main St	6 Cu Yd	MWF
Dupont ES	300 S 18 th Ave	8 Cu Yd	TWThF
Woodlawn ES	1100 Dinwiddie Ave	8 Cu Yd	MWF
Carter G. Woodson MS	1000 Winston Churchill	8 Cu Yd	MWF
Carter G. Woodson MS	1000 Winston Churchill	8 Cu Yd	MWF
Fire Department #1	100 S Hopewell St	2 Cu Yd	T
Community Center	100 W City Point Rd	6 Cu Yd	M
Harry E. James ES	1807 Arlington Rd	8 Cu Yd	TWThF
Recreation Center	103 S Hopewell St	6 Cu Yd	TTh
New Courts Building	100 E Broadway	8 Cu Yd	T
Mallonee Gym	103 12 th Ave N	4 Cu Yd	TF
Atwater Park	101 Atwater Ave	6 Cu Yd	TF
Myrner Field	103 12 th Ave N	4 Cu Yd	T
Wastewater Plant	231 Hummel Ross Rd	2 Cu Yd	Th
Wastewater Plant	231 Hummel Ross Rd	4 Cu Yd	Th

Wastewater Plant	231 Hummel Ross Rd	8 Cu Yd	MTh
Hopewell Marina	1051 Riverside Dr	4 Cu Yd	F
Hopewell Marina	1051 Riverside Dr	4 Cu Yd	F

During the term of this Contract there may be changes to the above list of sites receiving FEL service. The Contractor shall be notified in writing by the CVWMA of any changes to the above listing. The Contractor will also provide service and maintain 30 cu yd open-top containers at the Citizen Convenience Center located on Station Street: Currently, five (5) containers are in use at this facility.

In addition, 18 mesh-style litter baskets at locations within the downtown area of the City of Hopewell shall be serviced on a weekly basis.

Carts and Front-end loading containers and collection as specified below shall also be provided for the following public facilities located in the Town of Ashland (Additional sites may be added and the number of carts/FELs may change over the term of the Contract):

<u>LOCATION</u>	<u>ADDRESS</u>	<u>COLLECTION</u>	
		<u>CAPACITY</u>	<u>FREQUENCY</u>
Town Shop	100 W. Vaughn Rd	6 Cu Yd	W
Police Department	601 England St	Two 95-Gal Carts	M
Carter Park	1112 Maple St	Four 95-Gal Carts	M
Town Hall	101 Thompson St	Four 95-Gal Carts	M
Visitor Center	112 N Railroad Ave	One 95-Gal Cart	M
N. Ashland Railside Park	W Vaughn Road	One 95-Gal Cart	M
Ashland Skate Park	Randolph St (between England and Myrtle)	One 95-Gal Cart	M

In addition, a total of 12 litter baskets placed at locations in the downtown area of the Town are to be serviced on a weekly basis. This figure may increase or decrease over the term of the Contract.

Additional sites for front-end loading containers may be added to the above lists during the term of the Contract(s) and sites may be removed. Additionally container size and collection frequency may be modified.

Curbside Recycling Requirements (Hopewell):

General Requirements: The Offeror shall be required to collect and remove all Recyclable Materials set out by each participating Dwelling Unit and provide Residential Recycling Collection Service within the Service Area.

Labor and Costs: Offeror shall, at its sole cost and expense, furnish all labor and equipment required to perform Residential Recycling, Processing and Marketing Services except as may be otherwise explicitly specified herein.

Residential Recycling Collection Service: In addition to other requirements contained within this RFP, the following standards shall apply to Residential Recycling Collection Service provided by the Offeror. The Offeror shall collect, and handle all Recyclable Materials from or generated by designated Dwelling Units within the Service Area under the following terms and conditions.

Hours and Days of Collection - The Offeror shall provide Bi-weekly Residential Recycling Collection Service on a regularly scheduled route basis as appropriate for the specific ERU. Scheduled collection services shall be provided in consideration of the Service Fees resulting from this procurement.

Contamination - If Recyclable Materials are contaminated through commingling with non-Recyclable Materials, the Offeror shall, if practical, separate the non-Recyclable Materials from the Recyclable Materials. The Recyclable Materials shall then be collected and the non-Recyclable Materials shall be left in the Recycling Container **along with a written notice of why the non-Recyclable Materials are not considered a Recyclable Material.** However, in the event the Recyclable Materials and non-Recyclable Materials are commingled to the extent that they cannot easily be separated by the Offeror or the nature of the non-Recyclable Materials renders the entire Recycling Container contaminated, the Offeror will leave the Recycling Container un-emptied and **issue a written notice to the customer which contains instructions on the proper procedures for setting out Recyclable Materials.** The design of said notification shall be approved by the CVWMA and the cost of printing of said notices shall be borne by the Offeror. The Offeror shall provide CVWMA with a copy of all rejection notices by the end of each route day for any customer(s) whose Recycling Materials were contaminated or whose Recycling Materials were not collected that day.

Materials Collected - The Offeror shall be required to collect, process and market only Recyclable Materials as defined in this RFP. The CVWMA and Offeror reserve the right to alter the list of collected materials throughout the term of any Contract resulting from this RFP.

Recycling Container Purchase and Distribution: New, additional and replacement 95 gallon Recycling Carts used in the Residential Recycling Program shall be purchased and delivered to designated Dwelling Units by Offeror. Offeror will be paid by the CVWMA for purchase and delivery according to the fees agreed to as a result of this procurement. Cost for 1st Cart shall be incorporated in the proposed monthly Household service fee. The CVWMA shall approve the design, including cart color, (which may include both the Contractor and CVWMA logos and the CVWMA customer service number). Recycling Containers shall be delivered on a schedule mutually agreed upon by CVWMA and Offeror; however, delivery of additional and/or replacement carts shall occur not less frequently than bi-weekly where Residential Recycling Services are provided bi-weekly. All carts shall have RFID tags for control purposes.

Container Replacement - Where Offeror is responsible for the damage or loss of a Recycling Container, Offeror agrees to replace the Recycling Container at no cost to the CVWMA, the Participating Local Jurisdiction or the affected resident.

Annual Recycling Rate Report: Offeror shall provide information for the annual Virginia Recycling Rate Report as specified in VAC 20-130-10 et seq. upon request by CVWMA.

Program Information - Offeror shall deliver program information as determined by the CVWMA along with Recycling Containers which are delivered to Dwelling Units which are added to the Residential Recycling Services Program.

Recycling Processing and Marketing Services:

The requirements set forth in this Section are duties and obligations of the Offeror regardless of whether the Offeror owns and/or operates the Processing Center or contracts for Processing and or Marketing Services.

1. *Processing of Materials.* Offeror shall deliver all Residential Recyclable Materials collected to a Processing Center (as defined below). Offeror shall supply all facilities, equipment,

labor and other resources at the Processing Center necessary for the proper storage, processing and shipment of collected Recyclable Materials. The Processing Center must meet all requirements of federal, state and local laws, ordinances, permits and regulations at all times throughout the term of any Contract resulting from this RFP. Offeror shall be required to notify the CVWMA, in writing, not less than thirty (30) days prior to any relocation of the Processing Center or use of any additional Processing Center. Offeror shall be responsible for the disposal of Residue resulting from the processing of Recyclable Materials. Offeror shall not intentionally dispose of Recyclable Material. Material rejected at the Processing Center shall be disposed of at lawfully permitted and maintained waste management facilities.

2. *Processing Center:* Offeror shall be responsible for ensuring the neat and orderly appearance of the Processing Center, to include the property on which the Processing Center is located. Recyclable Materials shall be properly stored and/or contained so that their market value will not be reduced as a result of exposure to weather, so that Recyclable Materials will not be scattered or otherwise randomly strewn about the site, and so that different types of Recyclable Materials are segregated and can be properly accounted for. The Processing Center shall be equipped with scales for the weighing of all materials entering and leaving the site and in compliance with all laws and regulations. Offeror shall implement a procedure describing the weighing and record-keeping required for the accurate weighing of Recyclable Materials delivered to the Processing Center, weighing individual types of Recyclable Materials delivered to market from the Processing Center and recording the weight of any unmarketable, stockpiled Recyclable Materials and Residue. This procedure will be subject to review and acceptance by the CVWMA. Scales shall be regularly calibrated, tested, and certified in accordance with all applicable federal, state and local regulations for weight measurement devices used in determining weight-based payments. Vehicle-mounted scales complying with this requirement may be used on collection vehicles, if certified by the appropriate State or Federal agency. Offeror shall be permitted to use the tare weight of the vehicles to avoid weighing each vehicle upon discharging its load at the Processing Center. Offeror must maintain, store and process all Recyclable Materials collected in a manner sufficient to produce Recyclable Materials that meet market specifications. Offeror must demonstrate that all equipment and practices are adequately sized and designed to provide for the efficient and timely processing of Recyclable Materials. Offeror shall not dispose of Residue from Recyclable Materials collected in lots exceeding ten (10) percent of the total weight of all Recyclable Materials collected over a one month period.
3. *Residue:* In the event Residue requiring disposal is or may be reasonably foreseen to be generated in excess of 10 percent of the total weight of all materials collected, Offeror shall notify the CVWMA with an explanation of the factors contributing to the collection of such quantities of Residue and efforts taken by or relief sought by Offeror to avoid a reoccurrence of this problem. Offeror shall make reasonable attempts to observe the State waste management hierarchy in selecting waste management options for handling Residue related to this Contract. The CVWMA shall inspect the Residue to verify that it is in excess of 10 percent of the total weight of all materials collected. Neither the CVWMA nor the Participating Local Jurisdiction shall be responsible for the disposal costs for Residue.
4. *Acceptance of Other Recyclable Materials:* Offeror may accept material from sources other than the Curbside Recycling Services program at the Processing Center that does not contaminate or render material collected in the CVWMA programs unmarketable.
5. *Marketing Recyclable Material:* Offeror shall be responsible for marketing and transporting to market all Recyclable Materials collected and processed in accordance with all laws and regulations. This includes obtaining market agreements and/or contracts that define the product specifications and the price arrangements for the sale of Recyclable Materials and arranging for the transportation of Recyclable Materials to the selected market. Disposition of Recyclable Materials for use as product substitute or other beneficial product for which

recycling credit is given as provided in 9 VAC 20-130-10 et seq., (or its successor regulations or progeny if applicable) Regulations for the Development of Solid Waste Management Plans is also acceptable.

6. *Certification:* Offeror shall provide the CVWMA with written certification that all Recyclable Materials processed, either by Offeror or any subContractor, have been marketed to a firm for use in a manner which allows recycling credit to be given as provided in 9 VAC 20-130, (or its successor regulations or progeny if applicable) Regulations for the Development of Solid Waste Management Plans (derived from Virginia Regulation 672-50-01, effective May 15, 1990) and as may be amended (or its successor regulations or progeny if applicable). Except for the contaminated paper or plastic material fraction recovered at the Processing Center which makes up part of the Residue of the Recyclable Materials, no materials collected or processed shall be allowed to be converted to a fuel product for sale as a supplemental or secondary fuel commodity.

7. *Changes in the Market:*

Offeror shall be entitled to the revenue associated with the sale of Recyclable Materials recovered under this Procurement as agreed to during the negotiations phase of this process. The parties further agree that in exchange for realizing the benefit of upturns in the Recyclable Materials commodity markets, Offeror shall bear the risk of downturns in the market which reduce the value of the Recyclable Materials collected. Offeror shall not be entitled to any adjustment in compensation through in fees agreed to resulting from any decline in Recyclable Material component markets either prior to or during the term of any Contract resulting from this RFP.

If market changes make continued collection of any specific Recyclable Material component economically unfeasible (i.e. where Net Proceeds are a negative amount over a period of one hundred twenty (120) days), Offeror may request; once every year on the anniversary date of the contract resulting from this procurement, removal of that Recyclable Material from the Curbside Recycling Services Program. Within sixty (60) days of receipt of such request, the CVWMA shall act to either: a) suspend collection of such Recyclable Material until collection becomes economically feasible, or b) authorize Offeror to dispose of such Recyclable Material component (by landfilling or other means of disposal at competitive market rates).

Should glass be identified for elimination from the Curbside Recycling Services Program through the provision in the above paragraph, Offeror shall reduce the monthly per household fee by an amount to be agreed to.

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SECTION 6
GENERAL CONTRACT TERMS AND CONDITIONS
MUNICIPAL SOLID WASTE (MSW) AND CURBSIDE RECYCLING
COLLECTION 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 Waste 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. *Bags* – Plastic sacks designed for refuse with sufficient wall strength (minimum 0.85 mils thick) to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 50 gallons and a loaded weight not to exceed 60 lbs.
3. *Bundle* – Yard and garden trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length or not exceeding seventy-five (75) lbs. in weight
4. *Bi-weekly Residential Recycling Collection Service* – shall mean the every other week collection of all Recyclable Materials, by the Contractor, from Dwelling Units in the Service Area that use Recycling Containers for the collection of Recyclable Materials and the delivery of those Recyclable Materials to a Materials Recovery Facility.
5. *Bulky Waste* – A large appliance, piece of furniture, rolled carpeting (not weighing more than 60 lbs), mattress, yard waste, or waste material from a residential source other than Construction Waste or non-Household Hazardous Waste that cannot be placed in a cart or container. Bagged or containerized trash placed in proximity of cart for collection not classified as Bulky Waste with the exception of bagged leaves or grass clippings. See definitions of Routine Bulky Waste and Special Bulky Waste below.
6. *Cart* – A receptacle with an approximate capacity of 65 or 95 gallons, having a hinged, tight fitting lid. Carts shall also have wheels and be able to be emptied by Contractor's hydraulic lifting/tipping unit as part of the collection operation. Carts in will be provided by the Contractor. CVWMA and the Participating Local Jurisdiction will determine the color and

graphics of all carts provided by the Contractor. All Contractor provided carts shall contain an RFID tag.

7. *Comix or Commingled Containers* - shall mean aluminum, tin and steel cans and aluminum foil; brown, green and clear glass; No. 1 (PET) and No.2 (HDPE) narrow neck plastic bottles. Comix containers shall be empty, dry and reasonably free from contamination. Comix shall not include paint and aerosol cans, automotive, lawn and garden, and flammable material containers or glass other than food and beverage bottles/jars.
8. *Construction Waste* – Waste produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings, and other structures as defined in 9 VAC 20-130-10 or as may hereafter be defined by the Virginia Department of Environmental Quality. Construction Waste include, but are not limited to, lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, paving materials, metal and plastic if they are part of the construction material or empty containers for such material. Paint, coatings, solvents, asbestos-containing material, any liquid, compressed gasses or semi-liquids are not Construction Waste.
9. *Containers* – (a) Reusable Containers - A receptacle made of plastic, metal, or fiberglass with a capacity of 55 gallons or less, a loaded weight of no more than 75 lbs., a tight-fitting lid, and handles of adequate strength for lifting. Personal reusable containers for trash will not be collected by the Contractor. Personal reusable containers may be used for recyclable materials.
(b) Non-reusable Containers - See definition of Bags
10. *Contaminated Recyclable Materials* - shall mean foreign matter mixed with Recyclable Materials.
11. *Contract* – shall mean the written document and all amendments thereto, between the CVWMA and the Contractor, governing the provision of Municipal Solid Waste (MSW) and Curbside Recycling Collection Services.
12. *Contractor* - shall mean the individual, firm, partnership, joint venture, corporation, or association performing Municipal Solid Waste (MSW) and Curbside Recycling Collection Services under this Contract with the Central Virginia Waste Management Authority (CVWMA).
13. *Disposal Fee* – shall mean the charge or cost to tip, dump, or otherwise dispose of a load of materials such as Contaminated Recyclable Materials at a lawful Disposal Site.
14. *Disposal Site* – shall mean a refuse depository for the processing or final disposal of Refuse and Contaminated Recyclable Materials including but not limited to sanitary landfills, transfer stations, mass composting facilities, incinerators, and mixed waste processing separation centers, which are licensed, permitted or otherwise approved by all governmental bodies and agencies having jurisdiction.
15. *Dwelling Unit* – shall mean a Residential Unit or an Equivalent Residential Unit.
16. *Equivalent Residential Unit (ERU)* – shall mean a Dwelling Unit located in an approved structure or residential complex other than that included in the definition of a Residential Unit. Also a hotel, lodging house, restaurant, church, store, market, manufacturing plant, commercial establishment or other entity which receives residential type MSW and/or Recycling collection and which is defined by the locality as equivalent to a Residential Unit for the purpose of Municipal Solid Waste collection and/or Recycling Collection.

17. *Force Majeure* – shall mean any cause beyond the reasonable control of the party whose performance under this Contract is adversely affected, including but not limited to acts of God, change in law, war, riot, fire, explosion, wind storm, flood, inability to obtain or use fuel, power, or raw materials, shortage or failure of the usual means of transportation, injunction, action by governments not party to this Contract, accident, breakdown of machinery or equipment. "Reasonable control" of a party shall specifically exclude that party's ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation.
18. *Garbage* – readily putrescible discarded materials composed of animal, vegetable or other organic matter as defined in 9 VAC 20-130-10.
19. *Hazardous Waste* - Waste designated as hazardous by Federal law or by regulation of the United States Environmental Protection Agency or the Virginia Department of Environmental Quality.
20. *Household Waste* - Any waste material, including Garbage, Trash and Refuse, derived from households as defined in 9 VAC 20-130-10, and shall not include Hazardous Waste as defined herein.
21. *Litter* - All waste material disposable packages or containers, but not including the wastes of the primary processes of mining, logging, farming, or manufacturing.
22. *Litter Baskets* - containers owned and maintained by a Participating Local Jurisdiction that are placed in public areas and used by the public for the deposit of litter.
23. *Limited Access Unit* – shall mean a Residential Unit or Equivalent Residential Unit located on a private road or in such other circumstances where ingress and/or egress requires evaluation in order to determine if trash collection or curbside collection of Recyclable Materials can occur.
24. *Materials Recovery Facility (MRF)* – shall mean a facility licensed, permitted or otherwise approved by all governmental bodies and agencies having jurisdiction, as required, that receives and processes Recyclable Materials and stores Recovered Materials prior to shipment to market.
25. *Member Jurisdictions* – shall mean the members of the CVWMA including the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and Prince George; the Cities of Colonial Heights, Hopewell, Petersburg, Richmond and the Town of Ashland.
26. *Municipal Solid Waste* – Household Bulky Waste, Garbage, Rubbish, Trash, Litter and/or Yard Waste.
27. *Monthly Service Fee* –The amount charged by the Contractor to CVWMA per month for collection and disposal of municipal solid waste and/or the fee for collection of recyclable materials from a Residential or Equivalent Residential Unit.
28. *Participating Local Jurisdictions* - shall mean those CVWMA Member Jurisdictions that have executed the Special Project Service Agreement for Municipal Solid Waste (MSW) and/or Curbside Recycling Collection Services pursuant to Article 11 of the CVWMA Articles of Incorporation.

29. *Processing Center* - shall mean the Materials Recovery Facility utilized by Contractor.
30. *Recovered Materials* - shall mean Recyclable Materials that have been collected, separated and processed into marketable form.
31. *Recyclable Materials* - shall mean all newspaper and Residential Mixed Paper; metal food and beverage cans (aluminum, "tin", steel and bi-metal); aluminum foil wrap and foil containers; green, clear and brown glass; clean, narrow-neck, HDPE plastic bottles, including but not limited to milk, water and juice bottles, laundry detergent and liquid soap bottles; clean, narrow-neck, PET plastic bottles, including but not limited to soft drink bottles. The items considered Recyclable Materials may be modified during the term of the Contract.
32. *Recycling Processing and Marketing Service* – shall mean the processing of Recyclable Materials into Recovered Materials and the marketing of said Recovered Materials.
33. *Recycling Container* – shall mean the receptacle used by Dwelling Units for the set-out of collected recyclables. Recycling Container includes the 95 gallon carts that may be provided to eligible Dwelling Units or such other receptacle as may be mutually approved by the CVWMA and Contractor. This includes personal containers purchased by the resident and clearly marked for recycling.
34. *Refuse* – All solid waste products having the character of solids rather than liquids and that are composed wholly or partially of materials such as Garbage, Trash, Rubbish, Litter, residues from clean up of spills or contamination, or other discarded materials as defined in 9 VAC 20-130-10, and shall not include Hazardous Waste as defined herein.
35. *Residential Unit* – A group of rooms located within a building and forming a single inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking, and eating and other daily activities.
36. *Residential Mixed Paper* - shall mean chipboard, corrugated, brown and white kraft bags, carrier stock, colored paper stock, "junk mail", magazines, computer paper, envelopes, writing paper, phone books, paperback books, and any other materials if they are so designated by mutual consent between the CVWMA and Contractor. Residential Mixed Paper does not include: wax coated material, carbon paper, foil backed paper, hardback books and any other material if they are so designated by mutual consent between the CVWMA and Contractor.
37. *Residential (Curbside) Recycling Services* – shall mean the provision of Bi-weekly Residential Recycling Collection Service and Recycling Processing and Marketing Service as defined herein.
38. *Residue* – shall mean materials collected by Contractor pursuant to this Contract which are not suitable for recycling, which are collected from a Dwelling Unit along with Recyclable Material and that are remaining after Recyclable Material is processed for market. Residue DOES NOT include Hazardous Material or any waste products that may originate or be produced at the Processing Center.
39. *Routine Bulky Waste Collection* – The collection of an amount of Bulky Waste that does not exceed the quantity of material that could safely be placed in and transported by a one-half ton pick-up truck (standard 4' X 8' bed).

40. *Rubbish* - Combustible or slowly putrescible discarded materials that include, but are not limited to, Yard Waste, printed matter, plastic and paper products, grass, rags and other combustible or slowly putrescible material not included under the term "Garbage" as defined in 9 VAC 20-130-10.
41. *Special Bulky Waste Collection* – The collection of an amount of Bulky Waste that exceeds the quantity of material that could safely be placed in and transported by a one-half ton pick-up truck.
42. *Special Project Service Agreement* - shall mean an agreement between the CVWMA and the Participating Local Jurisdictions specifying the terms and conditions under which those jurisdictions will participate in the program outlined in the Contract between the CVWMA and the Contractor.
43. *Service Area* – shall mean that geographic area serviced by the Contractor providing Municipal Solid Waste (MSW) and Curbside Recycling Collection Services pursuant to this Contract as determined by the CVWMA and the Participating Local Jurisdiction.
44. *Trash* - Combustible and noncombustible discarded materials and is used interchangeably with the term rubbish.
45. *Weekly Residential Recycling Collection Service* – shall mean the weekly Collection of all Recyclable Materials, by the Contractor, from Dwelling Units in the Service Area that use Recycling Containers for the collection of Recyclable Materials and the delivery of those Recyclable Materials to a Materials Recovery Facility.
46. *Work Day* – shall mean any day Monday through Friday that is not a non-collection day, or Saturday in the event of a holiday week.
47. *Yard Waste* – Prunings, grass clippings, weeds, leaves, brush, and general yard and garden wastes. Individual branches, limbs and pieces of brush shall not exceed six (6) feet in length or weigh more than sixty (60) pounds. Must be bagged or bundled.

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 five (5) year term commencing on or about July 1, 2014 and ending on June 30, 2019.

B. Option to Renew. The CVWMA and the Contractor, by written mutual agreement, may extend this Contract under the same terms and conditions for an additional five (5) year period commencing on or about July 1, 2019. The terms and conditions may be modified if within the original intent of the RFP. 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 five (5) year term with a five (5) year period 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 collect and dispose of residential solid waste and collect recyclable materials 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 become involved in the activity of collection and disposing of residential 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 coverages specified below, in addition to any other Contractual liability assumed by the Contractor. The Contractor shall, prior to commencement of work under the Contract, deliver Certificates of Insurance from carriers acceptable to the Contractor specifying such limits, with the CVWMA and each Participating Local Jurisdiction participating in this proposed project named as additional insured parties. In addition, the insurer shall agree to give the CVWMA thirty (30) days written notice of its decision to cancel, change or fail to renew coverage. The CVWMA reserves the option to increase the required insurance amounts if the Contract is renewed beyond the initial six and a half year period.

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

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

- C. Comprehensive General Liability
Limits of Liability - \$4,000,000 Combined Single Limit for Bodily Injury and Property Damage
Including: Completed Operations/Products
Contractual Liability for Specified Agreements
Personal Injury
XCU (Explosion, Collapse and Underground Coverage)
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. 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.

5. Performance Bond or Letter of Credit

A. Within five (5) working days of the execution of this Contract, 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 thirty (30) 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.

6. 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 the Participating Local Jurisdiction to appropriate the funds necessary to cover the cost of that jurisdiction's portion 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 collected 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 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. Disputes or Claims. Pursuant to Va. Code Section 2.2-4363, if any dispute or other such claim should arise under the terms of this Contract between the Contractor and the Participating Local Jurisdiction or CVWMA, the Contractor shall call or otherwise inform the CVWMA of the nature of the dispute and/or claim and the proposed resolution within 5 business days. If such matters cannot be easily resolved during that communication, the Contractor shall submit in writing a summary of its claim(s) to the CVWMA within 5 business days thereafter. Within ten (10) days of receipt of this summary, the CVWMA will investigate the alleged claim and notify the entities of its decision regarding the dispute or claim. This dispute resolution process shall in no way prohibit pursuit of remedies under Section 12 (Right to Require Performance). Any and all legal action necessary to resolve disputes or other such claims under this Contract will be filed in the General District or Circuit Court of the City of Richmond, Virginia regardless of the location or geographic circumstances of the dispute (see Section 16 Law to Govern).

11. Default

A. In the event that either Contractor or the CVWMA defaults in the performance of any of the material covenants or agreements to be kept, done or performed by either party under the terms of this Contract, and/or the Contractor does not meet performance standards, the non-defaulting party shall notify the other party in writing of the nature of such default. Within the (10) working days following such notice, the defaulting party shall correct the default; or in the event of a default by Contractor not capable of being corrected within ten (10) working days as determined by CVWMA, the defaulting party shall commence correcting the default within ten (10) working days of the receipt of notification thereof, and shall thereafter correct the default within thirty (30) days. CVWMA has right in sole discretion to determine that default cannot be rectified and proceed with termination if necessary. During the notification period, the CVWMA shall have the right to contract with others to perform the services otherwise to be performed by the Contractor or to perform such services itself. CVWMA has the right to declare default not correctable.

If the defaulting party fails to correct the default as provided above, the other party, without further notice, shall have all of the following rights which the party may exercise singly or in combination, in addition to any other right or remedy allowed by law:

1. The right to declare that this Contract, together with all rights granted or obligations incurred hereunder, is terminated, effective upon such date as the non-defaulting party shall designate. In the event of such termination, Contractor shall be compensated only for the services (as set forth herein) provided in accordance with the terms of the Contract and expenses incurred as of the date of termination. Upon such termination, neither party shall have any further obligation hereunder.

2. The CVWMA shall have the right to contract with others to perform the services otherwise to be performed by Contractor or to perform such services itself and seek 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.

12. 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.

13. 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 collection.

B. An annual adjustment may be made to reflect the general increase in the cost of operations effective on the Contract's anniversary date. Contract fees will increase at a rate equal to the U.S. Consumer Price Index for All Urban Consumers (CPI-U) for the preceding twelve-month period, but the total increase shall not exceed five (5) percent per year.

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.

14. 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.

15. 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.

16. Law to Govern

This Contract is entered into and is to be performed in the Commonwealth of Virginia. The CVWMA and Contractor agree that the laws of the Commonwealth of Virginia shall govern the rights, obligations, duties and liabilities of the parties to this Contract and shall govern the interpretation of this Contract. Any and all legal action necessary to enforce this Contract will be filed in the Circuit 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.

17. Compliance with Laws and Regulations

Contractor agrees that, in the performance of Municipal Solid Waste (MSW) Collection and Curbside Recycling Services and the performance of other work and services under this Contract, Contractor will qualify under and comply with any and all federal, state and local statutes, ordinances, rules, regulations and/or permits now in effect, or hereafter enacted or required during the term of this Contract, which are applicable to Contractor, its employees, agents or subContractors, if any, with respect to the work and services described herein.

18. Permits and Licenses

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

19. Modifications Due to Public Welfare or Change in Law

In the event any future change in law materially alters the obligations of Contractor, then Contractor 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.

20. Severability

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

21. Title to Materials

Title to refuse and/or recyclable materials shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by the Contractor from a container, or removed by the Contractor from the customer's premises. At no time shall CVWMA have title to refuse and/or recyclable materials.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. No Third Party Beneficiary

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

31. 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.

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**SECTION 7
REQUIRED FORMS**

**MUNICIPAL SOLID WASTE (MSW) AND CURBSIDE RECYCLING COLLECTION
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 _____, 2013.

Notary Public,

State of

My Commission Expires: _____.

OFFEROR'S PROPOSAL

**MUNICIPAL SOLID WASTE (MSW) AND CURBSIDE RECYCLING COLLECTION
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 Municipal Solid Waste (MSW) and Curbside Recycling Collection Services, CVWMA RFP 12-55, 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 _____,
2013:

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

MUNICIPAL SOLID WASTE (MSW) AND CURBSIDE RECYCLING COLLECTION

SERVICES

FOR

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

RFP 13-55

Monthly inclusive service per residential/ equivalent residential unit for MSW and Curbside recycling collection and disposal as described in Section 5	<u>\$/Residence or ERU/month</u>	<u>\$/Residence or ERU/month</u>
	<u>Hopewell</u>	<u>Ashland</u>
<u>MSW Collection:</u> Contractor provided carts (approximately 95 gallons – 1 MSW cart each ERU) – Weekly MSW Collection Only;		
<u>MSW Collection:</u> Contractor provided carts (approximately 65 gallons– 1 MSW cart each ERU) – Weekly MSW Collection Only;		
<u>MSW Collection:</u> Utilize existing Hopewell Carts and assume responsibility for maintaining and replacing as necessary (approximately 90 gallons – 1 MSW cart each ERU) Weekly MSW Collection;		
<u>Recycling Collection:</u> Contractor provided carts (approximately 95 gallons – 1 Recycling cart each ERU) – Bi- Weekly Recycling Collection		

<u>Additional Carts:</u> Per unit price of Contractor-provided cart (approximately 95 gallons) for additional and/or replacement of lost or stolen carts		
Additional Service fee for more than 1 MSW cart per ERU (\$/HH/Month per Added Cart)		

Monthly per unit rental for 30/40 cubic yard open top container	169	169
Per pull charge for open top containers		
Per ton disposal fee for MSW collected in 30/40 cubic yard open top and/or compactor containers		
<u>SPECIAL BULKY WASTE COLLECTION:</u> Price per ton for disposal of Special Bulky Waste collected		
<u>SPECIAL BULKY WASTE COLLECTION:</u> Price for collection per ton for picking up Special Bulky Waste (to include cost increments for delivering, loading and removing container as necessary)		
Litter Basket Fee Unit price: dollars per collection occurrence per litter basket		

COST PROPOSAL FORM 2

**MUNICIPAL SOLID WASTE (MSW) AND CURBSIDE RECYCLING COLLECTION
SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
RFP 13- 55**

**Inclusive monthly cost for collection and disposal for Containerized
Municipal Solid Waste in Front End Loading (FEL) Containers**

	2 CUBIC YARD FEL	4 CUBIC YARD FEL	6 CUBIC YARD FEL	8 CUBIC YARD FEL
Monthly Cost 1 Collection per week				
Monthly Cost 2 collections per week				
Monthly Cost 3 collections per week				
Monthly Cost 4 collections per week				
Monthly Cost 5 collections per week				
On-Call Service per call.				

ALTERNATE PROPOSAL FORM

**MUNICIPAL SOLID WASTE (MSW) AND RECYCLING COLLECTION SERVICES
FOR
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
RFP 13- 55**

Item	Impact on Unit Price

SECTION 4

OFFEROR'S SUBMITTAL CHECKLIST

MUNICIPAL SOLID WASTE (MSW) AND RECYCLING COLLECTION SERVICES

FOR

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

All Offerors submitting a response to the CVWMA RFP for Municipal Solid Waste (MSW) Collection 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	

EQUIPMENT LISTING (Checklist #5)

**TECHNICAL DESCRIPTION OF COLLECTION
EQUIPMENT AND ROUTES**

Instructions: This form shall be executed by the authorized official to bind the company.

Information should be completed for each different model of equipment proposed (including any spares). This list should include equipment to service the specified residential homes in the Participating Local Jurisdictions.

No. of Units	Make of Chassis & Body	Model	Year	Capacity/Cubic Yards	Loading Method	Delivery Schedule, if not Currently Owned

ROUTE PLANNING ASSUMPTIONS

	Number of Routes	Average Stops Per Load	Average Stops Per Day	Collection Hours Per Full Load	Cu. Yds Per Load	Crew Size	Total Operating Hours Per Day
Manual or Semi-manual Route							
Automated Routes							

Signature of person duly authorized to sign submittal on behalf of the proposer:

Authorized Signature

Date

PUBLIC NOTICE

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

Municipal Solid Waste (MSW) and Recycling Collection Services Request for Proposals 13-55

The Central Virginia Waste Management Authority (CVWMA) is seeking proposals for Municipal Solid Waste (MSW) and Recycling Collection Services for the City of Hopewell and MSW Collection Services for the Town of Ashland. There will be a **mandatory** pre-proposal conference, May 7, 2013 at 1:30 pm at the CVWMA office, 2100 West Laburnum, Suite 105, Richmond, Virginia 23227. Written responses must be addressed to the CVWMA and received no later than 2:00 p.m., May 31, 2013. 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. Contact Bernard B. Harris, Director of Operations, (804) 359-8413, for more information regarding this Request for Proposal.