

July 12, 2016

RESUME

Community Recycling

History

Due to the lack of curb side recycling, the County established highly successful pilot recycling programs at Jordan on the James (year 2) and Fairwood Road (year 1). Grant funds are utilized to help offset costs.

Jordan on the James (2014) – Grant from VA DEQ \$9,272

101 homes currently use the service out of 135 total homes within the Subdivision (74%)

Initial cost to purchase the recycle containers (96 gallon): \$8,004

Fairwood Road Area (2016) – Grant from VA DEQ \$9,430

89 homes currently use the service out of 113 total homes originally notified (78%)

Initial cost to purchase the recycle containers (96 gallon): \$7,250

The County pilot program spends \$665/month for CFS to supply curbside recycle service to 190 homes. (\$3.50/home)

Moving forward

Kim Hynes, Executive Director, Central Virginia Waste Management Authority (CVWMA) has prepared a DRAFT copy of a Request for Proposals (RFP) which could be used for an exclusive franchise for subscription residential recycling collection services.

The target would be approximately 6,714 residential households in a defined area of Prince George County. The subject area within the County planning district is a concentrated area of residential development. (see attached map)

Items for consideration in the RFP:

Once a week or every other week

Lowest price offered

Number of homes served – designated area

Company must invoice user directly

Terms

Initial container cost

July 12, 2016

Franchise – County grants exclusive rights to one vendor in a designated area.

- Formal solicitation under the Virginia Procurement Act by the County– include designated subdivisions or areas for curbside collection
 - a. Specify services, terms and areas
 - b. Hauler(s) would bill residents based on subscription model in their designated area
 - c. Hauler(s) responsible for promoting program and soliciting signups for service

- Advantages
 - a. Defines clear specifications for hauler to adhere to
 - b. Consistent service for residents
 - c. Eliminates confusion for the resident

- Disadvantages
 - a. Eliminates choice for the resident
 - b. County responsible for contract – ensuring contractors are compliant
 - c. County notification to residents

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 12th day of July, 2016:

Present:

Vote:

William A. Robertson, Jr., Chairman
Jerry J. Skalsky, Vice-Chairman
Alan R. Carmichael
Donald R. Hunter
T. J. Webb

A-0

On motion of _____, seconded by _____, which carried unanimously, the following Resolution was adopted:

**AUTHORITY TO RELEASE REQUEST FOR PROPOSALS –
EXCLUSIVE FRANCHISE FOR SUBSCRIPTION RESIDENTIAL
RECYCLING SERVICES**

WHEREAS, A Request for Proposal was developed by Central Virginia Waste Management Authority (CVWMA) for an exclusive franchise for subscription residential recycling services in a defined area of Prince George County; and

WHEREAS, there are approximately 6,714 residential households within the defined area of the County that could utilize curbside recycling pickup;

WHEREAS, the County desires to offer a franchise for recycling within the designated County area for better pricing and uniformity for the residents;

NOW, THEREFORE, BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 12th day of July, 2016 does hereby authorize the County Administrator to release a request for proposals for the exclusive franchise for subscription residential recycling services, upon County Attorney review and approval for a franchise area.

A Copy Teste:

Percy C. Ashcraft
County Administrator

Prince George County Virginia
Request for Proposals
for
Exclusive Franchise for Subscription Residential
Recycling Collection Services

Request for Proposals #

Issue Date: July XX, 2016

Prince George County
6602 Courts Drive
Prince George VA 23875
RFP DOCUMENTS

**TABLE OF CONTENTS
FOR
EXCLUSIVE FRANCHISE FOR SUBSCRIPTION RESIDENTIAL RECYCLING
SERVICES
for
PRINCE GEORGE COUNTY, VIRGINIA**

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

SECTION 1

INVITATION TO RESPOND

REQUEST FOR PROPOSALS # PURSUANT TO CODE OF VIRGINIA, TITLE 2.2, CHAPTER 43 VIRGINIA PUBLIC PROCUREMENT ACT

EXCLUSIVE FRANCHISE FOR SUBSCRIPTION RESIDENTIAL RECYCLING SERVICES

for PRINCE GEORGE COUNTY, VIRGINIA

Offerors must submit to the County of Prince George ("County") sealed responses ("Response" or "Proposal") to this Request for Proposals, (RFP) for Exclusive Franchise for Subscription Residential Recycling Services to be provided upon execution of an agreement reached between the selected Offeror(s) and Prince George County. Responses must be received by the County at its Administrative Offices located at 6602 Courts Drive, 3rd Floor, Prince George VA 23875 by 4:00pm on September 1, 2016. An Offeror may be an individual, partnership, corporation, limited company, or other legal entity. Responses will be opened at 4:00 p.m. on September 1, 2016. Certain other terms are defined in Section 6 of this RFP. Please refer to these definitions while preparing your response. Anything deemed as confidential shall be marked as such pursuant to VA Code Section 2.2-4342.

Offerors should submit proposals for services outlined in Section 5, Scope of Services, for the Exclusive Rights to provide residential curbside recycling collection services in specific areas designated by the County to residents who sign up for such services within the designated areas. The County reserves the right to grant exclusive rights to one or more qualified vendors.

The County reserves the right to award a contract or contracts for the requested services to the offeror or offerors submitting the most responsive proposal(s) based on the best interest of the County and its residents in terms of the overall combination of quality, price and required service elements. The County reserves the right to reject any or all proposals, waive any informalities, award in part or in whole, award to multiple Offerors,

or accept the proposal or any item of the proposal that is deemed to be most advantageous to the County and its residents.

Copies of the RFP will be available Monday through Friday from 9:00 a.m. to 4:00 p.m., beginning July XX, 2016 at the County's Administrative Offices and on the County's website at www.princegeorgeva.org. Interested parties may contact Mr. Jeffrey Stoke, CEcD, Deputy County Administrator at 804-722-8600 or jstoke@princegeorgecountyva.org for further information.

All Offerors of goods and/or services under the terms of this RFP will be required to provide a letter of commitment for a performance bond/letter of credit from an approved surety/financial institution. The performance bond/letter of credit required for any contract resulting from this RFP shall be thirty (30) percent of the estimated annual cost to the CVWMA of the goods provided/services performed under the contract. The amount of the required performance bond may be adjusted at each anniversary of the contract. The value of the performance bond/letter of credit will be determined as a part of the negotiation process of this RFP.

A Pre-Proposal Conference Is Scheduled For Friday, August 12, 2016, at 9:00 a.m. in the County Administrator's Conference Room, 6602 Courts Drive, Third Floor, Prince George VA 23875.

SECTION 2
INTRODUCTION
EXCLUSIVE FRANCHISE FOR SUBSCRIPTION RESIDENTIAL RECYCLING
SERVICES
for
PRINCE GEORGE COUNTY, VIRGINIA

1. Introduction

The following sections describe the intent, background, general information, and the evaluation and selection process regarding this request for proposals (RFP) for the exclusive rights for residential recycling services in designated areas of Prince George County on a subscription basis. This RFP defines the service standards, specifications and proposal requirements of the comprehensive services requested.

2. Statement of Intent

The County is seeking proposals from qualified firms for the exclusive rights to collect recycling curbside in designated areas of the County to be provided upon successful award and execution of an agreement between the County and selected Offeror(s).

The County's intent of this procurement is to contract with a private contractor to provide residents the opportunity of curbside collection of recyclables on a subscription basis. In addition, the County wants to maximize the diversion of clean designated recyclables from the waste stream and to form a cooperative partnership with the successful vendor or vendors to offer recycling collection services to residents in designated areas of the County.

The award(s) shall be based upon the quality of the submittal; the experience, background and ability of the offeror to perform the required services; the cost to the residents of Prince George County; the overall quality of the services proposed; and the ability of the offeror to satisfy all criteria set forth in this RFP. To this end, the County has provided as much information as possible to all prospective offerors to allow them to compute fair and reasonable cost proposals. However, it is the sole responsibility of the offeror to calculate and be responsible for the prices quoted in its proposal.

The CVWMA reserves the right to award a contract to the offeror or offerors submitting the most responsive proposal(s) incorporating the services outlined below based on the best interests of the County and its residents in terms of the overall combination of quality, price and required service elements ("best value").

3. Background

The purpose of this section is to familiarize prospective offerors with the County and the current pilot curbside recycling collection program and to provide information not included elsewhere in this Request for Proposals (RFP).

The County of Prince George is a political subdivision of the Commonwealth of Virginia. The curbside residential recycling target area contains approximately 6,714 homes.

4. Goals and Objectives

The following goals and objectives are established for this RFP:

1. Service:

- a. To provide quantity, quality, accountability and management of collection services
- b. To provide standardization of collection methods

2. Safety:

- a. To improve the safety of streets by reducing truck traffic and potential conflicts within neighborhoods.

3. Economic (Price/Cost):

- a. To obtain cost efficient recycling collection service for County residents.
- b. To maximize the efficiency in curbside recycling collection.
- c. To mitigate impacts on roads and streets and the need for costly road repairs and reconstruction.

4. Environmental and Aesthetics:

- a. To better manage the waste stream and increase recycling
- b. To improve management and control in order to designate that recycling be delivered to the most suitable and cost effective recovery location.
- c. To reduce the amount of resources required for recycling collection operations.
- d. To reduce the amount of pollutants, including odor and dust, emitted into the atmosphere.
- e. To reduce recycling truck traffic and its associated noise, odor and dust.
- f. To provide cleaner and better looking streets and neighborhoods.

5. Planning and Control Process:

- a. To efficiently manage a planning and control process to achieve the above stated goals.

b. To encourage participation of all interested parties in the planning and control process.

5. Summary Scope of Services

The proposed contract services specified in this RFP are to be provided in a manner similar to the existing collection service. Collection is currently performed on a pilot basis to 2 subdivisions (approximately 190 homes) of the County using a private contractor. The recycling collection service is bi-weekly and includes 95-gallon recycling carts. All recyclable materials are collected in a single stream. In fiscal year 2016, approximately 3.16 tons of recyclable materials were collected through the pilot program. The CVWMA encourages Offerors to submit the “best value” proposal possible to continue this service in the pilot areas and expanded areas designated in Attachment A.

In addition, drop off recycling services are also provided at the convenience center and the government center under separate contract.

SECTION 3
INSTRUCTIONS TO OFFERORS
EXCLUSIVE FRANCHISE FOR SUBSCRIPTION RESIDENTIAL RECYCLING
SERVICES
for
PRINCE GEORGE COUNTY, VIRGINIA

This Request for Proposals (RFP) constitutes the complete set of specifications and proposal forms. All proposals and documents must be executed and submitted in sealed envelopes as provided in this section. By submitting a proposal, the offeror agrees to be bound by all terms and conditions specified herein. Submittal of a proposal in response to this RFP constitutes a binding offer by the offeror. Proposals that do not comply with these requirements may be rejected by the County.

1. Receipt and Opening of the Proposals:

a. Sealed proposals must be received by the County at its Administrative Offices located at 6602 Courts Drive, Third Floor, Prince George VA 23875 by 4:00 p.m. on September 1, 2016. At that time, in the County Administrator's Conference Room of the Administration Building, the sealed responses will be publicly opened and all offerors names recorded. No fax or electronic submittals will be accepted. If mailed it is the responsibility of the offeror to assure that it is received by the County by 4:00 p.m. on September 1, 2016.

b. Proposals must be enclosed in a sealed envelope that is clearly labeled with the words "PROPOSAL FOR EXCLUSIVE FRANCHISE FOR SUBSCRIPTION RESIDENTIAL RECYCLING SERVICES." Proposals shall be addressed as follows:

Jeffrey Stoke, Deputy County Administrator
Prince George County
6602 Courts Drive, Third Floor
Prince George VA 23875

The face of the sealed envelope shall contain the offeror's name, a contact person; return address, date and the time the RFP is submitted. Any proposal received after the time and date specified shall not be considered and will be returned to the offeror unopened.

c. Any proposal may be withdrawn by or before 4:00pm on September 1, 2016. No offeror may withdraw a proposal after this time.

2. Pre-Proposal Conference:

a. *There will be a **PRE-PROPOSAL CONFERENCE** on Friday, August 12, 2016, at 9:00 a.m. in the County Administrator's Conference Room of the Administration Building, 6602 Courts Drive, Third Floor, Prince George VA 23875.*

b. *At the pre-proposal conference, representatives of the County will be available to answer questions and explain the intent of this RFP.*

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

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

c. All concerns, protests or objections related to the proposal process shall be raised in writing by offerors no later than the conclusion of the pre-proposal conference.

d. Only written interpretations of or changes to the RFP received from or issued by the County shall be relied upon by prospective respondents in preparing their proposals. Such written interpretations or changes will be issued by the **County by 4:00 p.m. August 25, 2016.**

3. Submittal and Execution of Proposal: **One (1) original proposal and five (5) copies must be submitted.** Specifically, proposals must be typed or legibly printed in non-erasable ink. All corrections made to any part of the proposal by the offeror must be initialed in non-erasable ink.

Proposals must be executed in the name of the offeror submitting the proposal and signed in non-erasable ink by one authorized to contractually bind the offeror. The individual signing on behalf of an offeror shall also type or print his name, title and address as indicated on the Offeror's Proposal form contained in Section 7 of this RFP. Furthermore, where applicable, the offeror should indicate its state of incorporation or

legal formation on the form and affix its corporate or official seal attested to by the corporate secretary or similarly authorized individual.

4. Proposal Deadline: Proposals are due at the County administrative offices on the date and at the time specified in this RFP. Under no circumstance shall proposals delivered after the time specified be considered; such proposals will be returned unopened. It shall be the offeror's sole responsibility to ensure that the proposal is complete and delivered at the proper time and to the proper place. Offers by facsimile, telegram, telephone or email are not acceptable. A PROPOSAL MAY NOT BE ALTERED BY THE OFFEROR AFTER THE PROPOSAL DEADLINE.

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

6. Additional Terms and Conditions: Except alternate proposals, no additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal.

7. Interpretation: All offerors shall carefully examine the RFP. Any believed ambiguities or inconsistencies shall be brought to the attention of the County in writing prior to the proposal deadline; failure to do so, on the part of the offeror, will constitute an acceptance by the offeror of any subsequent decision regarding these ambiguities or inconsistencies. Any questions concerning the intent, meaning and interpretation of the proposal document shall be requested in writing, and received by the County by 4:00 p.m. **August 19, 2016.** Additional questions concerning the intent, meaning and interpretation of the RFP which are raised subsequent to the issuance of any addenda shall be made in writing, and received by the County at least by 4:00 p.m. five (5) business days prior to the proposal submittal deadline. Written inquiries should be addressed to:

Jeffrey Stoke, Deputy County Administrator
Prince George County
6602 Courts Drive, Third Floor
Prince George VA 23875
jstoke@princegeorgecountyva.gov
804-722-8600

No person at the County is authorized to provide oral interpretations of, or make oral changes to, the RFP. Therefore, any oral statements will not be binding on the County and should not be relied upon by any offeror. Any interpretation of, or changes to, the proposal document will be made in the form of a written addendum to the proposal document.

8. Conflict of Interest: Each offeror must disclose in its proposal the name of any officer, director, agent, or any relative of an officer, director or agent who is an employee or appointed official of the County. Furthermore, any firm making an offer shall disclose the name of any County employee or appointed official who owns, directly or indirectly, an interest of 5 percent or more in the offeror's firm or any of its branches, divisions or subsidiaries. Moreover, all offerors must disclose the percentage amount of the interest of such employee or appointed official has in the firm, branch division or subsidiary.

9. Legal Requirements: Offerors are required to comply with all provisions of federal, state and local laws, ordinances, rules and regulations that are applicable to the items being proposed. Lack of knowledge of the offeror shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

10. Contractual Agreement: No proposal award(s) shall be final until such time as a Contract as defined in Section 6 of this RFP has been reviewed and approved by the Prince George County Board of Supervisors. Any and all legal action necessary to enforce a contract resulting from this RFP will be interpreted according to laws of Virginia; the venue shall be the County of Prince George VA.

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

12. Certificate of Insurance: Each response to this RFP must also be accompanied by a Certificate of Insurance evidencing the coverage set forth in the General Contract Terms and Conditions. In lieu of said Certificate, the offeror may submit evidence satisfactory to the County that, in the event that award of the proposed contract is made to his/her company, the required coverage would be in place before execution of the contract. The County shall be the sole judge of what represents said satisfactory evidence.

13. Disqualification of Offerors: If an offeror submits more than one proposal, all such proposals shall be rejected by the County and not considered by the County. Reasonable grounds for believing that an offeror is involved in more than one proposal for the same work will be cause for rejection of all proposals with which such offerors are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists among these offerors.

14. Modifications: The County reserves the right to make modifications to the Scope of Services and General Contract Terms and Conditions specified in this RFP that in its sole discretion it determines more fully effectuate the intent of this RFP and Subscription Curbside Recycling Services. Although it is possible that certain Terms and Conditions may be modified during the negotiation process, for purposes of its submittal, the offeror should assume that the language contained in the General Contract Terms and Conditions will not be modified during the negotiation process.

15. Performance Bond/Letter of Credit and Commitment Letter: Each offeror must provide, as part of the RFP response, a letter of commitment from an approved surety/financial institution to provide a performance bond/letter of credit that specifies the amount the surety/financial institution is willing to provide to the County to guarantee the provision of goods and services and/or performance of the services of a contract resulting from this RFP. Such performance bond or letter of credit must provide that the County may draw upon such performance bond/letter or credit in order to allow the County to retain a replacement contractor to perform pursuant to the contract should the offeror fail to perform and/or default under the Contract resulting from this RFP. The amount shall be equal to 30 percent of the annual cost (I would suggest \$25,000) as estimated by the offeror to the County of the goods or services to be provided under the contract(s). In addition, it must state that said bond will be delivered within the specified time if the proposed contract is awarded.

The selected offeror(s) shall have five (5) days after the date of Contract execution but prior to the start of service to deliver to the County a Performance Bond/Letter of Credit. The performance bond/letter of credit shall be executed by an approved independent surety/banking institution authorized to transact business in the Commonwealth of Virginia, guaranteeing both the faithful performance of the proposed contract and the due payment of all lawful claims for all labor, material, and equipment used in the work. The performance bond/letter of credit required for any contract resulting from this RFP shall be thirty (30) percent (\$25,000 ?) of the annual estimated

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

It shall be at the County's option whether a surety company with an ownership interest held by or controlled by an offeror shall be deemed an acceptable underwriter of the bonds required under this proposal.

16. Minimum Offeror Requirements: All offerors must prove to the satisfaction of the County that they (the offeror) are capable and have, or can obtain, sufficient facilities, equipment and personnel to perform the services specified in this RFP beginning immediately after execution of any Contract(s).

Offerors will be evaluated based on their history and successful record of experience in performing the provision of goods and/or performance of services specified in this RFP. Consideration shall be given to Offerors that have successfully performed as the sole curbside recycling service provider in other localities. A summary of present and past contracts, covering at least the last five (5) years must be provided, if length of experience permits. This record must show the name of the client/employer, address, description of the service provided- including whether the Offeror was the sole service provider for the client, date of service, and a reference with phone numbers. A minimum of three (3) professional references must be provided.

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

17. Offeror's Non-Collusion Certification: Any offeror submitting a response to this RFP must complete and execute the Non-Collusion Affidavit of Offeror form included in Section 7 of this RFP.

18. Acceptance or Rejection of Proposals: The CVWMA reserves the following rights and options on its behalf:

- to reject any and all proposals that fail to meet the literal and exact requirements of the RFP;
- to accept the proposal or proposals which in the judgment of the County are the best and most responsive proposal or proposals for the required goods and services; and

- to issue subsequent requests for new proposals and/or additional information.

Any or all proposals will be rejected if there is reason to believe that collusion existed among the offerors. Proposals received from participants in such collusion will not be considered for the same services when and if re-advertised. Proposals will also be rejected from offerors who are or have been in default on a previous contract with the County.

19. Offerors to Make Examinations: All offerors shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and the quantity of labor, equipment, and material needed thereon. Offerors shall make their own determinations as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions they may encounter or create, without extra cost to the County. Offerors agree that if they should execute the proposed contract, they shall make no claim against the County because of estimates or statements made by any officer or agent of the County that may prove to be erroneous. The failure or omission of offerors to receive or examine any form, instrument, addendum or other document shall in no way relieve them of any obligations with respect to the offer submitted in response to this Request For Proposals. The County shall make all such documents available to the offerors, upon request, where authorized and allowed by law.

20. Proprietary Information: Proprietary Information and Trade Secrets submitted by an offeror in connection with a procurement transaction, if properly designated as provided in VA Code Sec. 2.2-4342 of the Virginia Public Procurement Act, shall not be subject to public disclosure under the Virginia Freedom of Information Act. The County will honor properly invoked provisions to protect proprietary information in conformity with that Code section.

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

RFP package available	July XX, 2016
Pre-Proposal Conference	August 12, 2016
Deadline for Offerors' Requests for Clarification or Interpretation	August 25, 2016
Issuance of addendum, if needed	August 29, 2016

Proposals due & proposal opening	September 1, 2016
Selection of offerors to be interviewed	September 12, 2016
Interviews and Evaluation	September 13-16 2016
Recommendation to Prince George BOS	October 1, 2016
Contract execution	November 1, 2016
Contract commencement	November 1, 2016

DRAFT

SECTION 4
PROPOSAL CONTENT AND EVALUATION
EXCLUSIVE FRANCHISE FOR SUBSCRIPTION RESIDENTIAL RECYCLING
SERVICES
for
PRINCE GEORGE COUNTY, VIRGINIA

1. Proposal Content

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

1.1 Qualifications Section

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

- General management ability;
- Financial stability and strength; and
- Curbside collection experience; including recycling
- Processing and marketing of recyclable material

Unless directly related to the response and referenced in the text, sales brochures are not required.

All submissions will become the property of the County and will not be returned. The County, at its sole discretion, may reject any and all responses and/or issue subsequent requests for qualifications and proposals.

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

1.1.1 General Management

Offerors will be evaluated on the basis of their demonstrated overall management experience in the field of solid waste and recycling collection, as reflected in the successful implementation of previous and/or current materials collection projects. Each offeror shall demonstrate the ability to perform all required tasks successfully, and must demonstrate the requisite management skills and experience in integrating the performance of such tasks. Information submitted by each offeror shall define both technical and managerial capabilities in terms of past performance. Other management evaluation criteria will include, but will not be limited to the following factors:

- ◆ Demonstrated successful working relationships with municipalities and/or public solid waste agencies;
- ◆ Number of similar collection projects within Virginia;
- ◆ Innovative techniques used to increase efficiency; and
- ◆ Past and anticipated approach to customer service.

1.1.2 Financial Stability and Strength

The Offeror must demonstrate sufficient financial resources to carry out its responsibilities as outlined in this RFP, back-up its contractual obligations and appropriate finances to maintain and service equipment, and respond to residents and County personnel. Offerors will be evaluated on the basis of their credit references, demonstrated ability to finance the required equipment, and ability to provide the performance bond (see Section 6 General Contract Terms and Conditions).

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

Where the Offeror is a corporation or other legal entity, evidence that the Offeror is in good standing under the laws of the Commonwealth of Virginia is essential. In the case of legal entities organized under the laws of any other state, evidence that the Offeror is licensed (or is capable of being licensed) to do business and is in good standing under the laws of the Commonwealth of Virginia, or a sworn statement that it will take all necessary action to become so licensed if its proposal is acceptable.

Each Offeror must certify that the Offeror has never been debarred from participating in any governmental procurement action, and that it does not have any such proceeding pending before it at the time of the offer and that none of its officers, directors, owners with more than 5% interest or key employees have ever been convicted of a felony or other crime involving moral turpitude.

1.1.3 MSW Collection Experience

Offerors will be evaluated on the basis of their demonstrated experience in the collection of recycling or other solid waste materials. Offerors are encouraged to submit references for existing residential collection services, especially under contract to municipalities, to demonstrate their experience and success. The County may give particular attention to the performance data provided for these reference projects. The offeror must demonstrate the following:

- ◆ Overall experience in the solid waste industry; and
- ◆ Experience in the successful operation of the type of residential recycling or other solid waste collection services solicited in this RFP.

1.2 Overview of Proposed Services

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

1.2.1 Collection Proposal

The proposal shall describe the proposed collection service. The description shall provide sufficient information to demonstrate that the proposed service will, at a minimum, satisfy all of the performance objectives provided in this RFP and handle the quantity and composition of materials to be collected. The information should include, at a minimum, equipment descriptions and identification of and schedule for obtaining necessary permits.

1.2.2 Management Plan

The Management Plan must include a description of the proposed management structure, including management team, and approach, as well as a statement of the problems that the proposer believes are likely to arise during collection, start-up, and for ongoing operations and the methods proposed to deal with them. This should include, at a minimum, such problems as: employee absenteeism; equipment breakdowns; and capability to provide collection of optional/additional materials.

The Management Plan must address specifically how the proposer will work with the residents and the County to identify and resolve consistent sources of problems.

1.3 Safety Plan

The Offeror shall outline the elements of their safety plan for recycling and related collection systems within their proposal.

1.4 Price Proposals

All of the offerors proposed prices shall be submitted on the Form titled Price Proposal. This form shall be executed by the authorized official to bind the company. If an alternate proposal is submitted, a separate Form Price Proposal must be included and labeled that clearly specifies the proposed costs of any such alternate provision.

2.0 Evaluation Criteria

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

A. Evaluation Criteria and Methodology

A proposal evaluation committee in consultation with legal counsel will be organized to review and objectively evaluate the proposals submitted to determine the best value for the County and its residents. Two or more offerors deemed to be fully qualified and best suited among those submitting proposals shall be selected to pursue and continue competitive negotiation based on the factors stated above. The County will select the top Offeror(s) and recommend to the Prince George Board of Supervisors a Contract be executed at a regular meeting of the Board.

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

1. Service and Innovation

- ◆ Proposed procedures and adequacy of resources including facilities and equipment available.
- ◆ Proposed flexibility and capacity to expand and/or reduce the number of designated areas included for curbside recycling.

- ◆ Proposed customer service plans (e.g., office administration, response system, etc.).
- ◆ Ability to provide goods and/or services on the required or proposed schedule.
- ◆ Proposed plans to implement a partial or fully automated collection system.
- ◆ Proposed public education services.

2. Qualifications

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

- ◆ Demonstrated successful experience (including that of key staff) establishing working relationships with public agencies
- ◆ Demonstrated successful operations of similar materials collection system(s)
- ◆ Proposed techniques and controls for project financial management, such as: monitoring, reporting, invoicing, and payment
- ◆ Demonstrated capability to provide a performance bond
- ◆ Demonstrated good credit references and the ability to finance all the capital investments required
- ◆ Any lawsuits that may impact the proposer's ability to perform the services specified in this RFP and/or the Contract
- ◆ Demonstrated record of compliance with all federal, state and local laws, regulations and requirements within the jurisdictions and states in which offeror operates
- ◆ Unique arrangements that none or few other entities have that are advantageous for effective implementation of the activities included in this RFP.
- ◆ Agreements/arrangements with subcontractors, including how the work will be accomplished within this working relationship.

3. Safety

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

- ◆ Safety record on Virginia operations
- ◆ Proposed safety plan concept for City of Colonial Heights operations
- ◆ Other safety policies, programs and proposed operations

4. Proposed Prices

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

- ◆ Competitiveness of the proposed collection service fees relative to other proposals over the life of the contract.
- ◆ Amount of the fee to deliver a replacement or additional cart to an existing household.

Note: As provided under the Virginia Public Procurement Act for procurement of “non-professional” services where competitive negotiations are used, price shall be considered but is not necessarily the sole determining factor.

5. Environmental Impacts and Aesthetics

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

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

6. Proposal Content and Overall Responsiveness

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

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

SECTION 5
SCOPE OF SERVICES
EXCLUSIVE FRANCHISE FOR SUBSCRIPTION RESIDENTIAL RECYCLING
SERVICES
for
PRINCE GEORGE COUNTY, VIRGINIA

General Requirements – The County will grant exclusive contract(s) to provide curbside recycling services within the respective designated service areas to the extent permitted by law. In consideration of such exclusive contract, the Contractor(s) will agree to provide curbside recycling services within their designated service areas exclusively for the County and the residents that sign up for such services. It is explicitly understood, that the County is free to enter into other contracts for any other type of solid waste collection, recycling or disposal services within the respective designated service areas of the contract(s), as long as the subject matter does not provide every other week or weekly curbside recycling services in the designated service areas.

Residents will be provided the Contractors contact information to sign up for services and the Contractor shall be responsible for billing the resident and collecting any fees associated as negotiated.

The Contractor shall collect recycling no less frequently than bi-weekly and provide an appropriate container for collection of recycling to each resident who signs up for the service.

All recycling shall be delivered to an appropriate material recovery facility for processing, sorting, and preparing for market. The Contractor shall be responsible for marketing the material collected for recycling.

The Contractor shall provide curbside recycling collection services in designated areas of the County. The following neighborhoods have been currently designated by the County to provide subscription recycling services:

Subdivision/Area	Number of Eligible Households
Jordan on the James	

Materials - The following materials shall be included in the recycling programs:

- Newsprint
- Corrugated Cardboard
- Mixed paper (including magazines, mail, single layer cardboard, shredded paper, telephone directories and similar paper)
- Glass (clear, brown, blue and green)
- Aluminum cans and foil products
- Steel, bi-metal, and tin cans including empty aerosol and paint cans
- Plastic Bottles and Containers labeled #1 through #7 plastics, excluding plastic bags
- Aseptic containers (milk/juice cartons)
- Other materials as approved by County and Contractor

Curbside Collection of Recyclable Materials - Collection of recyclables will be made by the Contractor no less frequently than bi-weekly and the Contractor shall be responsible for determining the schedule and notifying the residents of their collection day. The Contractor shall complete all routes daily as scheduled.

Residents will place recyclable materials in a single stream in containers provided by the Contractor on the collection day determined by the Contractor on the curb for collection. Curbside refers to the area adjacent to paved or traveled roadways.

The Contractor shall collect curbside recycling in the designated areas awarded to them only and shall not collect in areas outside of the designated area(s) unless otherwise designated by the County. The County may add areas for service at any time during the contract.

After servicing, carts shall be returned upright with the lid closed to the exact location that they were placed for collection. The methods and practices for collection of recyclable materials shall be determined by the Contractor and shall conform to the following:

Hours of Collection - Collections shall be performed between the hours of 7:00 a.m. and 7:00 p.m. Monday to Friday. Collection activities may be performed prior to 7:00 a.m. or after 7:00 p.m. only with prior approval of Prince George County and will be approved only in unusual circumstances. Collections may be provided on Saturday during a holiday week.

Curbside Collection Routes - The Contractor shall establish collection routes and shall be responsible for notifying residents in the designated areas of their collection day and frequency of collection.

Determination of Addresses - The County will provide a listing of addresses in the designated services areas to the Contractor(s). The Contractor(s) will then be responsible for communicating the recycling collection services provided and encouraging residents to sign up.

Collection Vehicles - Selection and procurement of all vehicles for the collection of the recyclable materials shall be the responsibility of the Contractor(s). The Contractor(s) shall obtain and maintain an adequate number of vehicles to support the collection activities described herein. The collection vehicles shall be designed to complete the required work. All collection vehicles shall be equipped with communication equipment to allow immediate contact. All collection vehicles must be maintained in a safe and clean condition at all times. The vehicles must be designed to prevent materials from falling or blowing off the vehicles.

The Contractor shall be solely responsible for rejections, property damage, and any other issues that may arise that will effect proper collection of recycling.

Collection vehicles used to collect recyclables in Prince George County shall clearly display the Contractor's name and telephone number.

Containers - The Contractor shall provide an appropriate sized recycling container for the frequency of collection proposed. The contractor is responsible for repairing or replacing damaged containers.

Service Requests - Residents in the designated services areas will be instructed to make all service related requests for the subscription curbside recycling service directly to the Contractor. The offeror must describe in the proposal how service requests will be handled.

Improperly Prepared Containers - In the event that a curbside collection container is improperly prepared, the Contractor may decline to collect some or all of the materials in the container. Notification must be made to the resident to fully explain the reason that materials were not collected. If some or all of the contents of a container are rejected, the Contractor is required to securely fasten a valid rejection tag explaining why the container was not serviced or why some material was left uncollected.

Front Porch / Backyard Collection - The Contractor will provide front porch / backyard collection for residents who are unable to get the recycling container to the curb.

Property Damage - The Contractor shall be responsible for repairing any property damage caused by their vehicles and/or personnel.

Cancellation of Service - Service may need to be cancelled due to inclement weather or other unforeseen circumstances as determined by the contractor. The Contractor shall be responsible for notifying residents of a cancellation and when services are expected to resume.

Distribution of Educational Materials - The Contractor shall deliver educational, promotional, or publicity materials to each household receiving curbside recycling collection within the respective designated area and be responsible for encouraging residents to sign up for the service.

Expansion of Service - The County may expand the designated service area at any time during the contract. It is expected that service in this new service area will commence within a month.

Office Contact - The Contractor shall maintain at least one office in the central Virginia region and shall designate a point of contact for the County. It is the intent that the contractor provide supervisors and designated customer service representatives to be available during all collection periods to receive customer inquiries and complaints, to respond quickly, to resolve problems, and to present the recycling programs professionally and recycling philosophy positively.

The Contractor shall notify the County of Prince George in writing of any changes in management, ownership, processing, or staffing levels within 24 hours of the event.

Material Processing and Marketing - The selection and procurement of buildings and equipment for processing of the recyclable materials shall be the sole responsibility of the Contractor.

Material Processing Facility - At a minimum, the Contractor must provide a facility for acceptance of recyclable material. Processing of the recyclable materials may be completed at the facilities or at another location outside of the area. The contractor shall be responsible for the design and operation of necessary processing facilities to handle all of the collected recyclable materials.

Disposal of recycling rejects separated from the recyclable materials during processing shall be at the sole expense of the contractor. The Contractor shall specify in the proposal where recycling rejects will be taken for disposal.

Material Marketing and Sales - The Contractor will be responsible for all marketing and sales of the recyclable materials. The contractor will be obligated to process material so that all recyclable materials are marketed.

The Contractor shall identify all material sales including dates, quantities, material description or grade, price, and transportation costs.

Under no circumstances shall the Contractor landfill, burn or convert to energy via burning the recyclables collected, not including the residuals and contamination.

Material Ownership - The Contractor awarded the exclusive rights to collect recycling in a designated area under this request for proposal shall be the sole contractor providing recycling collection in the area designated and shall gain title to the material at the time of collection. The Contractor shall be responsible for payment of all costs associated with disposal of residue.

If one Contractor is responsible for collection and a second Contractor is responsible for processing and marketing, the materials become the property of the collection contractor at the time of collection and the materials become the property of the processing Contractor at the time they are delivered to the processing facility. All revenues derived from the sale of material shall accrue to the processing contractor who shall be responsible for payment of all costs associated with disposal of residue, except as specifically agreed otherwise.

Program Reports - Reports shall be prepared by the Contractor monthly to provide performance data as well as to assist the County in measuring progress toward achievement of recycling goals. Requirements for reports to be prepared and submitted by the Contractor are included in Attachment C.

SECTION 6
GENERAL CONTRACT TERMS AND CONDITIONS
EXCLUSIVE FRANCHISE FOR SUBSCRIPTION RESIDENTIAL RECYCLING
SERVICES
for
PRINCE GEORGE COUNTY, VIRGINIA

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. *Container of Cart* – A receptacle with an approximate capacity of 68 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 will be provided by the Contractor.
2. *County* – The County of Prince George and its residents.
3. *Contract* – shall mean the written document and all amendments thereto, between the County and the Contractor, governing the provision of exclusively provided subscription curbside recycling services.
4. *Contractor(s)* - shall mean the individual, firm, partnership, joint venture, corporation, or association performing Subscription Residential Recycling Services in specific areas designated by the County.
5. *Designated Area* – shall mean that geographic area serviced by the Contractor exclusively as designated by the County.
6. *Equivalent Residential Unit* – A hotel, lodging house, restaurant, church, store, market, manufacturing plant, commercial establishment or other entity which receives residential type collection and which is defined by the County as equivalent to a Residential Unit for the purpose of Residential Recycling collection.
7. *Franchise* – authorization granted by the County to the Contractor to collect residential recycling under this Contract in the areas designated by the County.
8. *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.

9. *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.
10. *Litter* - All waste material disposable packages or containers, but not including the wastes of the primary processes of mining, logging, farming, or manufacturing.
11. *Municipal Solid Waste* – Household Bulky Waste, Garbage, Rubbish, Trash, Litter and/or Yard Waste.
12. *Monthly Service Fee* –The amount charged by the Contractor to County residents per month for collection, processing and marketing of recyclables from a Residential or Equivalent Residential Unit.
13. *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; brown, green and clear glass; cartons, including but not limited to milk, juice and soup cartons; plastic bottles, containers, lids and caps including those with the following labels: PET (#1), HDPE (#2), PVC (#3); LDPE (#4); PP (#5) PS (#6) plastic, non-foamed rigid containers and Other (#7) rigid plastic containers.
14. *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.
15. *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.
16. *Subscription* – shall mean that the Contractor will only provide the service to residents that contact the Contractor for the recycling service in the areas exclusively granted to the Contractor by the County.

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 upon execution of the Contract.
- B. Option to Renew. The County and the Contractor, by written mutual agreement, may extend this Contract under the same terms and conditions for an additional five year period.

2. Scope of Contract

The County, as grantor, grants the Contractor, as grantee, the exclusive right during the term of this Contract to collect, process and market residential recyclables on a

subscription basis in the designated areas as specified in the Scope of Services of this RFP. The County warrants that it has the authority to grant such an exclusive right as described in this Contract.

The County covenants that during the term of this Contract, it will not engage other individuals or itself become involved in the activity of collection, processing and marketing of residential recycling or any other similar activity that would impair the exclusive right of the Contractor within the designated areas.

3.0 Insurance

The Contractor(s) shall be required to carry for the life of the Contract with the County, 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 contractor, and shall deliver Certificate(s) of Insurance which shall be included in this Contract, attached hereto and included herein from carriers acceptable to contractor specifying such limits, with the County named as "Additional Insured Party". In addition, contractor shall agree to give the County thirty (30) days written notice of its insurer's decision to cancel, change or fail to renew coverage. The County reserves the right to increase the required insurance amounts on an annual basis and for any renewal term if the Contract is renewed beyond the initial five year term.

Worker's Compensation and Employer's Liability

Coverage A- Statutory Requirements

Coverage B- \$100,000 per Occurrence

Coverage C- \$100,000/\$100,000 Accident and/or Disease
All States Endorsement

Employer's Liability Coverage will be required of contractor and any subcontractor where any class of employee engaged in work under this Contract is not protected under the Workmen's Compensation Statue. It shall not be necessary to name the County as an "Additional Insured Party" under any Worker's Compensation policy only, which contractor is required to obtain under this contract.

Automotive Liability, Including Owned, Non-Owned and Hired Car Coverage

Limits of Liability = Bodily Injury: \$1,000,000 each person

\$3,000,000 each occurrence

Property Damage: \$1,000,000 each occurrence

Comprehensive General Liability

Limits of Liability = Bodily Injury: \$1,000,000 each person

\$3,000,000 each occurrence

Property Damage: \$1,000,000 each occurrence

- Including:
- A. Completed Operation/Products
 - B. Proposed Contractual Liability for Specified Agreements
 - C. Personal Injury
 - D. (XCU) Explosion, Collapse and Underground Coverage
 - E. Broad Form Property Damage

NOTE: To satisfy the requirements of subparagraph "D" above, the classification code numbers appearing on the Comprehensive General Liability coverage parts shall include the symbols "X-C-U".

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

All insurance shall be provided by independent insurance underwriters, unless otherwise approved by the County, authorized to do business in the Commonwealth of Virginia. Prior to the commencement of work, Contractor shall furnish the County with Certificates of Insurance or other satisfactory evidence that such insurance has been produced and is in force, and, except with regard to Worker's Compensation policies only, naming the County as an "Additional Insured Party". Said policies shall not thereafter be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the County. To the extent permitted by law, the County reserves the right to require, at its sole discretion, that all or any part of required insurance coverage(s) be provided by an independent insurance underwriter or through a plan of self-insurance; any plan of self-insurance must include evidence of sufficient financial capability.

4. Indemnification

A. The Contractor shall indemnify and hold the County and its 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 County, 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 County 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 County 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 County 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.

5.0 Performance Bond

The Contractor shall furnish to the County, and keep current during the term of this Contract, including renewals if applicable, a performance bond for the faithful performance of the Contract and all obligations arising hereunder in an amount equal to **twenty-five thousand (\$25,000)**. It shall be executed by a surety company licensed to do business in the state of Virginia, having an "A-" or better rating by A.M. Best or Standard and Poors; and included on the list of surety companies approved by the Treasurer of the United States. The performance bond shall be in a form acceptable to the CVWMA and attached to this Contract, attached hereto and included herein, covering the faithful performance of the Contract. The County 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 County.

Should the financial condition of the surety or banking institution become unacceptable to the County, 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.

This Contract shall be subject to termination by the County at any time if said bond or letter of credit shall be canceled or the surety thereon relieved from liability or any reason. Notice of cancellation of the bond or letter of credit must be served upon the County 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, contractor files with the County a similar bond or letter of credit to be effective for the balance of the Contract period.

6. 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 County for an adjustment of the financial or other relevant terms of the Contract. Said petition shall provide sufficient evidence to allow the County 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 County) should the petition be approved by the County. Said determination shall be made within the reasonable discretion of the County.

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 County shall have the right to secure another vendor to perform any or all portions of the service provided by Contractor under this Contract. The County 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 County to an alternate vendor for continuation of Subscription Residential Recycling Collection Services during the Force Majeure interruption of this Contract, should end prior to the expiration of this Contract, the County 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 County was required to Contract for services provided herein for a time period exceeding the termination of the Force Majeure event, the County shall have the right to continue service through an alternate Contractor for the duration of the original term of the implementing Contract. Should County 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 County for the services of that vendor. The Contractor shall be required to reimburse County 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 County 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 County 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 the County 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 County residents or 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 County. 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 County representative at Contractor's place of business.

10. Default

A. In the event that either Contractor or the County defaults in the performance of any of the material covenants or agreements to be kept, done or performed by either party under the terms of this Contract, the non-defaulting party shall notify the other party in writing of the nature of such default. Within the (10) working days following such notice, the defaulting party shall correct the default; or in the event of a default not capable of being corrected within ten (10) working days as determined by the County, the defaulting party shall commence correcting the default within ten (10) working days of the receipt of notification thereof, and shall thereafter correct the default within thirty (30) days. During the notification period, the County 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. The County 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 County 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 County shall have the right to demand assurances that Contractor can continue to perform its obligations under this Contract and Contractor shall provide such assurances as provided herein. Failure of Contractor to provide adequate assurances shall constitute a default. Neither party shall be considered in default of this Contract if such failure to perform is directly or indirectly caused by a Force Majeure event.

B. A waiver by either party of any breach of any provision of this Contract shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation of any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargain of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in this Contract.

11. Right to Require Performance

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

12. Method of Payment and Adjustments

A. The Contractor shall be solely responsible for billing and collecting fees established herein from the residents of the Designated Area that explicitly signed up for the curbside recycling service.

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 increase shall not exceed three (3) percent per year and approved by the County.

C. The Contractor may petition the County at any time for adjustments or additions to associated fees on the basis of new or revised laws, ordinances or regulations. The County 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.

13. Compliance with Equal Opportunity

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

A. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purposes of meeting the requirements of this Section.

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

E. Contractor shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulation (41 CFR, Part 60). During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, which is made part of this Contract by reference, and with any other applicable provision of federal or state law guaranteeing equal employment opportunity.

14. Drug-Free Workplace

During the performance of this Contract, the Contractor shall comply with all federal, state and local government laws regarding controlled substances, where applicable. In addition, the Contractor agrees as follows:

- A. The Contractor will provide a drug-free workplace for its employees.
- B. The Contractor will post in a conspicuous place(s), available to employees and applicants for employment, a statement notifying employees that the unlawful sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken for violation of this prohibition.
- C. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- D. The Contractor will include the provision of the foregoing Subparagraphs A, B and C of this Section 6 in every subcontract or purchase order under this Contract over \$10,000, so that the provisions will be binding upon the Contractor's sub-contractors and employees.

15. Law to Govern

This Contract is entered into and is to be performed in the Commonwealth of Virginia. The County 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.

16. Compliance with Laws and Regulations

Contractor agrees that, in the performance of Subscription Residential 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.

17. Permits and Licenses

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

18. 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.

19. Title to Materials

Title to refuse 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.

20. 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 County. 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.

21. No Partnership

Nothing herein shall be construed to constitute a joint venture or the formation of a partnership between or among the Contractor or the County.

22. Independent Contractor

Contractor shall perform all work and services described herein as an independent Contractor and not as an officer, agent, servant or employee of the County. 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 County and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the County, and no such person shall be entitled to any benefits available or granted to employees of the County.

23. Subcontractors and Joint Ventures

A. Contractor hereby agrees that no subcontractor will be used to perform any of the services to be provided to the County under this Contract without advance written approval of the County. Contractor further agrees that any subcontractor shall meet all County 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.

24. 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, County 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 County, nor any member thereof, nor any public agency or official effected by this Contract, has any pecuniary interest in the business of Contractor, and that no person associated with Contractor has any interest that would conflict in any manner with the performance of the Contract.

25. Amendment

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

26. Titles of Section

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

27. No Third Party Beneficiary

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

28. Construction

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

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**SECTION 7
REQUIRED FORMS
EXCLUSIVE FRANCHISE FOR SUBSCRIPTION RESIDENTIAL RECYCLING
SERVICES
for
PRINCE GEORGE COUNTY, VIRGINIA**

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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 County 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 _____, 2016.

Public, State of

Notary

My Commission Expires: _____.

OFFEROR'S PROPOSAL

EXCLUSIVE FRANCHISE FOR SUBSCRIPTION RESIDENTIAL RECYCLING SERVICES

**for
PRINCE GEORGE COUNTY, VIRGINIA**

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 Exclusive Franchise for Subscription Residential Recycling Services, RFP 11-XX, 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 _____, 2016:

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

**EXCLUSIVE FRANCHISE FOR SUBSCRIPTION RESIDENTIAL RECYCLING SERVICES
for
PRINCE GEORGE COUNTY, VIRGINIA**

	Cost per HH
Monthly Per Household Cost for Recycling Collection *	

*** Monthly Service fee shall include the recycling container provided by the Contractor, collection, processing and marketing of Recyclable Material. The Contractor will be responsible for billing and collecting all fees from the residential customer.**

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SECTION 8

OFFEROR'S SUBMITTAL CHECKLIST

EXCLUSIVE FRANCHISE FOR SUBSCRIPTION RESIDENTIAL RECYCLING SERVICES

for

PRINCE GEORGE COUNTY, VIRGINIA

All offerors submitting a response to the County RFP for Exclusive Franchise for Subscription Residential Recycling Services for Prince George County 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.	Certificates of Insurance or Evidence Thereof	
6.	Financial Statements	

Attachment A

Designated Areas

Subdivision/Area Name

Number of Eligible Homes

SEE MAP ATTACHED

Jordan on the James

XX

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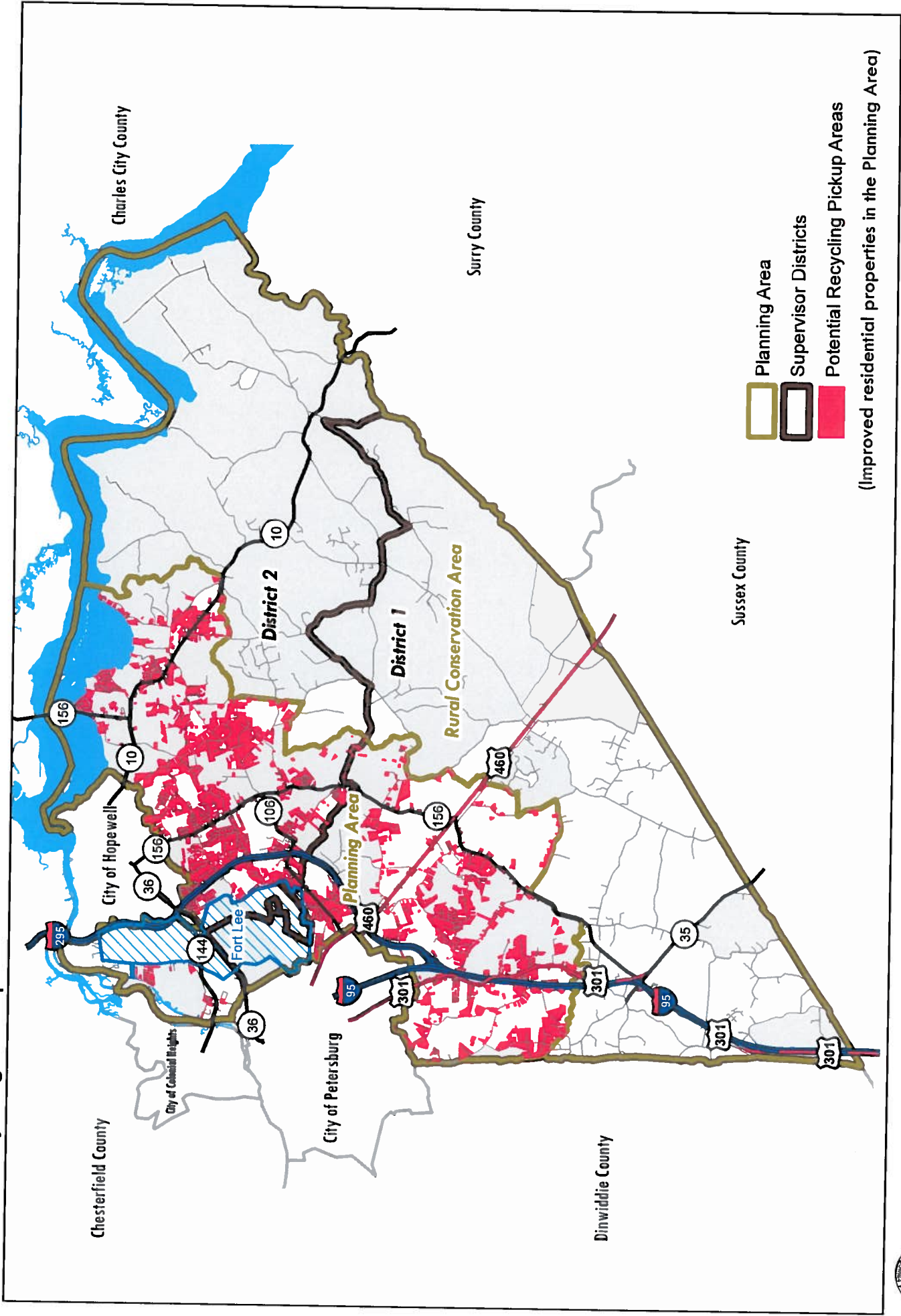
Attachment B

Required Program Reports

Reports shall be prepared by CONTRACTOR to provide data upon which to monitor and support the Residential Recycling Services program, as well as to assist the County in measuring progress toward increasing recycling. Data provided shall be factual, and accurate to the best of CONTRACTOR'S ability. The following are the minimum required reports, with additional reports to be prepared at the option of CONTRACTOR.

1. *Weights Of Materials Collected, By Designated Area.* Weighing of Recyclable Materials collected by designated area shall be performed daily. The number of Dwelling Units signed up for the recycling service and setting out Recyclable Material shall be reported separately.
2. *Marketing Report.* Each year CONTRACTOR shall report sales of processed Recyclable Materials components by quantity (weight), purchasing market, other potential markets, sales price, and method, cost and date of shipment. The weight of any Residue disposed and the percentage of the Residue compared to the total of Recyclable Materials collected for the month must also be reported.

Potential Recycling Pickup Areas



(Improved residential properties in the Planning Area)

- Planning Area
- Supervisor Districts
- Potential Recycling Pickup Areas



June 14, 2016