

**County of Shenandoah
600 N. Main Street, Suite 102
Woodstock Virginia 22664
December 2, 2013**

REQUEST FOR PROPOSAL

Request for Proposal Number: *RFP 2013-04*

Subject: Recycling Transporting and Disposal Services

PROPOSAL ISSUING DATE: December 2, 2013

PROPOSAL CLOSING DATE: January 13, 2014

PROPOSAL SUBMITTAL TO:

**Mary T. Price, County Administrator
600 North Main Street, Suite 102
Woodstock, VA 22664**

To all proposed offerors:

Written proposals for the supply of the service fully described in the enclosed contract specifications will be accepted until *January 13, 2014 at 4:00 p.m.*

Proposals must be submitted in duplicate and prepared in conformance with the enclosed Proposal Information and Requirements. Failure to meet any standard set forth in the Proposal Information and Requirements may result in rejection of the proposal. The enclosed Proposal Information and Requirements is hereby incorporated in and made a part of this request for proposal by reference.

Any offeror shall be afforded the opportunity to inspect proposal records after evaluation and negotiation, unless the County elects not to accept any of the proposals and to reopen the Recycling Transporting and Disposal Services RFP. Proposal records shall be open to the general public after award of contract.

The contract will be awarded after competitive negotiation.

**County of Shenandoah
Request for Proposal
Recycling Transporting and Disposal Services
Due by January 13, 2014**

**REQUEST FOR PROPOSAL
SECTION 1
INTRODUCTION AND SCOPE**

Request for Proposal Number: *RFP 2013-04*

Written proposals for the supply of the service fully described in the enclosed contract specifications will be accepted until *January 13, 2014 at 4:00 p.m.*

The County of Shenandoah is requesting proposals from qualified firms for Recycling Transporting and Disposal Services for the recyclables collected each identified convenience site identified in this Request for Proposal (RFP). Services to be provided beginning on or about July 1, 2014, by the selected offeror(s). Proposals shall include transporting and proper disposal services for the recyclables collected and household garbage collected from each convenience site generated by residents, businesses and government agencies within the [county landfill service area which comprises of Shenandoah County, Virginia.] The following sections describe the intent, background, general information, and the evaluation and selection process regarding this RFP. This RFP defines the service standards, specifications and proposal requirements of the comprehensive services requested. This procurement process is governed by the County's Procurement Policy.

1. Introduction and Background

The County of Shenandoah has a population of 41,993 according to the 2010 Census and consists of 512 square miles. The County has six incorporated Towns – Strasburg, Toms Brook, Woodstock (county seat), Edinburg, Mount Jackson and New Market. The County landfill uses an integrated approach to solid waste management that includes source reduction, recycling, household chemical management and landfilling. The County also provides thirteen (13) convenience collection sites for household garbage and certain recyclables only. One of the thirteen sites is an open top container and one is a small self-contained compactor box system and all other eleven sites are fully contained compactor systems for the household garbage. All sites have a separate container for recyclables and paper. In addition, the County provides recyclable containers for the Towns of Woodstock, Mt. Jackson and New Market, and the County Government Center. See Exhibit A for a map with locations.

The County's intent and the purpose of this RFP are to provide the highest quality Solid Waste and Recycling Transporting and Disposal Services. The County intends to select and Offeror or Offerors to this RFP to fulfill this purpose. The award(s) shall be based upon the quality of the submittal; the experience, background and ability of the Offeror or Offerors to perform the required services ;the cost to the County; the overall quality of the services proposed; and the ability of the Offeror or Offerors to satisfy all criteria set forth in this RFP. To

this end, Shenandoah 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 responsibility of the Offeror to calculate and be responsible for the prices quoted in its proposal.

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

The current schedule for the Convenience sites is Monday, Tuesday, Wednesday, Friday and Saturday from 7:00 a.m. to 7:00 p.m. Sunday from 1:00 p.m. to 5:00 p.m. and closed on Thursday. The Holiday schedule when Convenience sites are closed is as follows:

| <u>HOLIDAYS</u> | <u>Landfill Holidays Closed</u> | <u>Compactor Holidays Closed</u> |
|-------------------------------------|--|---|
| New Year’s Day (Jan) | X | X |
| Martin Luther King Day (Jan) | X | X |
| President’s Day (Feb) | X | X |
| Memorial Day (May) | X | X |
| July 4th (July) | X | X |
| Labor Day (Sept) | X | X |
| Columbus Day (Oct) | X | X |
| Veteran’s Day (Nov) | X | X |
| Thanksgiving Day | X | X |
| Christmas Day | X | X |

2. Goals and Objectives

The following goals and objectives are established for this RFP:

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

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

3. Economic (Price/Cost):

- a. To obtain cost efficient transporting and disposal service for the County and its residents.
 - b. To maximize the efficiency in loading and hauling.
 - c. To mitigate impacts on roads and streets and the need for costly road clean-up.
4. Environmental and Aesthetics:
- a. To better manage the waste stream and increase recycling.
 - b. To improve management and control in order to designate that recycling from the various sites be delivered to the most suitable and cost effective disposal/recovery location.
 - c. To reduce the amount of resources required for the operations.
 - d. To reduce the amount of pollutants, including odor and dust, emitted into the atmosphere at the sites and during hauling.
 - e. To reduce truck traffic and its associated noise, odor and dust.
 - f. To provide cleaner and better looking sites and roads to and from them.
5. Planning and Control Process:
- a. To efficiently manage a planning and control process to achieve the above stated goals.
 - b. To encourage participation of all interested parties in the planning and control process.

3. Summary Scope of Services

The proposed contractor shall be responsible for transporting; processing and marketing all recyclables at the convenience centers. The County desires to collect all recyclables as single-stream recycling which is a processing method that accepts commingled, recyclable materials in one bin. However, Shenandoah County welcomes responses that provide alternative arrangements for achieving this goal as the overarching goal is efficient, safe cost effective transportation and disposal of waste. The offeror can provide alternative solutions for household waste generated and collected at the convenience sites. The County encourages Offerors to submit the “best value” proposal possible to continue this service. It is the responsibility of Offerors to inform themselves of the conditions and operations at the individual sites but the following is an overview of the equipment and activity level at each of the existing sites. This data is for informational purposes only, and is not a guaranty of amounts. As part of this RFP, the County expects the offeror to manage the pick-up schedule to ensure the containers are at or near capacity which results in efficiency in equipment and costs for the County. Further, to the extent Offeror seeks to modify equipment (at their cost) the County would be open to suggestions. Compactors and roll-offs currently at the sites are owned by the County.

| Convenience Center Information | | | | | |
|---------------------------------------|---|----------------------------|--------------|------------------|------------------------|
| Sites: | Address | Miles from Landfill | Trash | Recycling | Recycling Paper |
| Cedar Creek | 6471 Zepp Rd., Maurertown VA 22644 | 31.2 | Yes | Yes | No |
| Railroad Tracks | 249 Landfill Rd, Edinburg VA 22824 | 0.0 | Yes | Yes | Yes |
| Fishers Hill | 491 Green Acre Dr., Strasburg VA 22657 | 15.1 | Yes | Yes | Yes |
| Ft. Valley | 6296 Woodstock Tower Rd., Fort Valley VA 22652 | 14.6 | Yes | Yes | No |
| Maurertown | 25360 Old Valley Pike, Maurertown VA 22644 | 9.3 | Yes | Yes | Yes |
| Mt. Jackson | 5995 King St., Mt. Jackson VA 22842 | 9.4 | No | Yes | No |
| New Market | 9184 John Sevier Rd., New Market VA 22844 | 16.3 | No | Yes | No |
| Orkney | 3896 Orkney Springs Rd. Orkney Springs VA 22845 | 23.4 | Yes | Yes | Yes |
| Quicksburg | 3277 River Rd., Quicksburg VA 22847 | 16.2 | Yes | Yes | No |
| Rodney & Theresa | 2984 Wolf Gap Rd., Edinburg VA 22824 | 10.8 | Yes | Yes | No |
| Rt. 263 | 8837 Orkney Grade, Mt. Jackson VA 22842 | 14.0 | Yes | Yes | Yes |
| St. Luke | 4193 Back Rd., Woodstock VA 22664 | 8.6 | Yes | Yes | Yes |
| Rt. 55 | 3377 John Marshall Hwy., Strasburg VA 22567 | 19.2 | Yes | Yes | Yes |
| Woodstock | 200 Moose Rd., Woodstock VA 22664 | 5.2 | No | Yes | Yes |
| Conicville | 922 Conicville Rd., Mt. Jackson VA 22842 | 11.0 | Yes | Yes | No |
| Rudes Hill | 4874 Old Valley Pike, New Market VA 22844 | 8.5 | Yes | Yes | Yes |
| County Offices | 600 N. Main St., Woodstock VA 22665 | 5.0 | Yes | Yes | No |

| Container Information | | | | |
|------------------------------|------------------|------------------------|------------------|-----------------|
| Sites: | Compactor | Trash | Recycling | Paper |
| Cedar Creek | | (2) 20 yd open tops | 20 yd w Tops | |
| Railroad Tracks | Marathon RU325HB | 42 yd | 20 yd w Tops | 20, 30 or 40 yd |
| Fishers Hill | Marathon RU325HB | 42 yd | 20 yd w Tops | 20, 30 or 40 yd |
| Ft. Valley | Marathon RU325HB | 42 yd | 20 yd w Tops | |
| Maurertown | Marathon RU325HB | 42 yd | 20 yd w Tops | 20, 30 or 40 yd |
| Mt. Jackson | | | 20 yd w Tops | |
| New Market | | | 20 yd w Tops | |
| Orkney | Marathon RU325HB | 42 yd | 20 yd w Tops | 20, 30 or 40 yd |
| Quicksburg | Marathon RU325HB | 42 yd | 20 yd w Tops | |
| Rodney & Theresa | Marathon RU325HB | 42 yd | 20 yd w Tops | |
| Rt. 263 | Marathon RU325HB | 42 yd | 20 yd w Tops | 20, 30 or 40 yd |
| St. Luke | Marathon RU325HB | 42 yd | 20 yd w Tops | 20, 30 or 40 yd |
| Rt. 55 | Marathon RU325HB | 42 yd | 20 yd w Tops | 20, 30 or 40 yd |
| Woodstock | | | 20 yd w Tops | 20, 30 or 40 yd |
| Conicville | Marathon RU325HB | 42 yd | 20 yd w Tops | |
| Rudes Hill | Marathon | Self-contained - 34 yd | 20 yd w Tops | 20, 30 or 40 yd |
| County Offices | | 20 yd w Tops | 20 yd w Tops | |

| Recycling Tonnage | | | | | | |
|-----------------------------|-----------------|-----------------|-----------------|--------------------|---------------|---------------------------|
| Sites: | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 (Jan. - Sept) |
| Cedar Creek | 15.15 | 14.94 | 18.50 | 9.95 | 12.12 | 6.88 |
| Railroad Tracks | 175.19 | 182.94 | 182.33 | 128.68 | 160.17 | 43.09 |
| Fishers Hill | 71.63 | 72.64 | 79.04 | 61.51 | 71.89 | 18.90 |
| Ft. Valley | 123.66 | 124.54 | 107.76 | 64.07 | 52.40 | 22.79 |
| Maurertown | 92.24 | 95.08 | 105.64 | 95.80 | 72.26 | 19.57 |
| Mt. Jackson | 53.08 | 53.82 | 54.65 | 49.27 | 33.24 | 24.06 |
| New Market | 52.92 | 54.02 | 93.28 | 73.00 | 52.84 | 38.26 |
| Orkney | 30.10 | 30.47 | 29.10 | 41.51 | 31.22 | 19.92 |
| Quicksburg | 52.96 | 54.19 | 57.42 | 54.62 | 49.84 | 30.56 |
| Rodney & Theresa | 27.74 | 28.75 | 29.72 | 30.40 | 26.00 | 17.09 |
| Rt. 263 | 70.57 | 75.60 | 74.72 | 69.52 | 55.81 | 16.68 |
| St. Luke | 69.16 | 70.03 | 74.72 | 66.50 | 77.54 | 23.43 |
| Rt. 55 | 72.19 | 72.54 | 73.09 | 60.10 | 80.72 | 24.78 |
| Woodstock | 72.12 | 73.15 | 73.64 | 67.17 | 61.85 | 8.52 |
| Conicville | 38.47 | 38.00 | 38.25 | 32.67 | 29.35 | 13.06 |
| Rudes Hill | 34.35 | 36.70 | 35.53 | 35.44 | 33.54 | 23.20 |
| County Offices | - | - | - | 6.36 (July - Dec.) | 13.53 | 23.09 |
| TOTAL | 1,051.53 | 1,077.41 | 1,127.39 | 946.57 | 914.32 | 373.88 |

| Paper Tonnage | | | | | | |
|-----------------------------|---------------|---------------|---------------|---------------|---------------|---------------------------|
| Sites: | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 (Jan. - Sept) |
| Cedar Creek | | | | | | |
| Railroad Tracks | 96.20 | 127.95 | 104.72 | 66.00 | 91.04 | 100.69 |
| Fishers Hill | 39.02 | 28.80 | 22.67 | 15.97 | 45.06 | 29.79 |
| Ft. Valley | | | | | | |
| Maurertown | 77.63 | 71.54 | 46.82 | 41.11 | 42.26 | 41.57 |
| Mt. Jackson | | | | | | |
| New Market | | | | | | |
| Orkney | - | 5.23 | 7.54 | 6.82 | 22.69 | 17.56 |
| Quicksburg | | | | | | |
| Rodney & Theresa | | | | | | |
| Rt. 263 | 42.97 | 43.09 | 34.05 | 28.76 | 36.08 | 30.68 |
| St. Luke | 39.80 | 38.41 | 34.42 | 31.04 | 50.55 | 41.89 |
| Rt. 55 | 30.08 | 33.91 | 29.43 | 31.69 | 50.99 | 34.60 |
| Woodstock | 61.65 | 58.90 | 49.19 | 67.17 | 44.57 | 32.42 |
| Conicville | | | | | | |
| Rudes Hill | 35.29 | 19.04 | 12.70 | 35.44 | 15.07 | 14.84 |
| County Offices | | | | | | |
| TOTAL | 422.64 | 426.87 | 341.54 | 324.00 | 398.31 | 344.04 |

| Compactor Tonnage: Household Trash | | | | | | |
|---|-------------|-------------|-------------|-------------|-------------|-----------------------------------|
| Sites: | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 (Jan. - Sept) |
| Cedar Creek | 234.50 | 230.90 | 262.30 | 218.21 | 216.00 | 161.20 |
| Railroad Tracks | 1,371.30 | 1,284.70 | 1,186.00 | 1,147.00 | 1,143.10 | 811.60 |
| Fishers Hill | 1,076.80 | 997.60 | 1,008.50 | 921.32 | 936.00 | 690.40 |
| Ft. Valley | 675.60 | 648.80 | 622.20 | 506.88 | 540.40 | 396.40 |
| Maurertown | 1,367.70 | 1,360.80 | 1,319.00 | 1,221.44 | 1,321.10 | 865.50 |
| Mt. Jackson | | | | | | |
| New Market | | | | | | |
| Orkney | 450.30 | 469.00 | 426.80 | 403.37 | 310.70 | 261.30 |
| Quicksburg | 814.60 | 779.80 | 745.30 | 656.55 | 662.20 | 501.10 |
| Rodney & Theresa | 459.50 | 470.30 | 471.10 | 410.45 | 424.60 | 302.30 |
| Rt. 263 | 950.30 | 912.00 | 895.50 | 795.19 | 770.60 | 573.70 |
| St. Luke | 1,109.90 | 1,128.10 | 1,065.20 | 963.15 | 970.10 | 713.50 |
| Rt. 55 | 1,241.10 | 1,236.30 | 1,199.10 | 1,089.07 | 1,132.70 | 868.00 |
| Woodstock | | | | | | |
| Conicville | 590.90 | 600.70 | 573.20 | 500.65 | 582.90 | 404.80 |
| Rudes Hill | 612.60 | 590.70 | 589.20 | 541.23 | 557.60 | 408.70 |
| County Offices | | | | | | |
| TOTAL | 10,955.10 | 10,709.70 | 10,363.40 | 9,374.51 | 9,568.00 | 6,958.50 |

4. Base Minimum Requirements Specified in Summary Scope of Services

Base proposals to provide transporting and disposal services shall conform to the current operation with general and specific requirements in Section 1 of this RFP but alternate responses that achieve the goals of efficient, cost effective and safe transporting and disposal of waste and recyclables are encouraged.

5. Alternate Proposals

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

For example, Offerors may submit alternate proposals that provide:

- An alternate model compactor; more or fewer compactors; different hopper design
- Relocation of compactors/hoppers/roll-off to improve traffic flow, site efficiency and/or site safety

6. Value Added Proposals

Offerors are encouraged to submit their best proposal possible. Added services that are directly responsive to the base requirements may not require alternate proposals and exceptions to the base requirements if provided at no additional cost to the County. "Value added" services may be considered eligible and reviewed favorably under the services and/or price evaluation

criteria by the proposal evaluation committee. However, these value added services and/or the costs for providing such services will not be the determining factor in Shenandoah County's analysis of the proposals. Examples of value added services could include, but are not limited to:

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

7. Receipt and Opening of the Proposals:

a. Sealed proposals must be received at County Administration located at 600 N. Main Street, Suite 102, Woodstock, Virginia 22664, by 4:00 p.m. on January 13, 2014. At that time, in the Administration Conference Room of the County Government Center, the sealed responses will be publicly opened and all Offerors names recorded. 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, telephone or email are not acceptable. If mailed, it is the responsibility of the Offeror to assure that it is received at County Administration by 4:00 p.m. on January 13, 2014.

A PROPOSAL MAY NOT BE ALTERED BY THE OFFEROR AFTER THE PROPOSAL DEADLINE.

b. Proposals must be enclosed in a sealed envelope that is clearly labeled with the words **"Recycling Transporting and Disposal Services."** Proposals shall be addressed as follows:

Mary T. Price, County Administrator
County of Shenandoah
600 N. Main Street, Suite 102
Woodstock VA 22664

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.

c. Any proposal may be withdrawn by or before 4:00 p.m., January 13, 2014. No Offeror may withdraw a proposal after this time.

8. Pre-Proposal Conference:

a. There will be a Pre-Proposal Conference on December 13, 2013 at 10:00 a.m. in the Fire and Rescue Department of the County Government Center, 600 N. Main Street, Suite 109, Woodstock, Virginia, 22664.

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 not later than the conclusion of the pre-proposal conference.

d. Only written interpretations of or changes to the RFP received from or issued by the 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. ONE WEEK PRIOR to DUE DATE.

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

Proposals must be executed in the name of the Offeror submitting the proposal and signed in non-erasable ink by one authorized to contractually bind the Offeror. The individual signing on behalf of an Offeror shall also type or print his or her name, title and address as indicated on the Offeror's Proposal form contained in Section 5 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.

10. 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.

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

12. 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 at County Administration by 4:00 p.m. December 20, 2013. Written inquiries should be addressed to:

Mary T. Price
County Administrator
600 N. Main Street, Suite 102
Woodstock, VA 22664

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.

13. 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. Further, all Offerors must 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.

14. Contractual Agreement: No proposal award shall be final until such time a Contract of this RFP has been reviewed by the County and approved by the Board of Supervisors.

15. 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.

16. Disqualification of Offerors: If an Offeror (or any agent of an Offeror) submits more than one proposal, all such proposals shall be rejected by the 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.

17. 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 Shenandoah County. 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.

**RECYCLABLES TRANSPORTING AND DISPOSAL SERVICES
FOR
SHENANDOAH COUNTY
SECTION 2
PROPOSAL CONTENT AND EVALUATION**

1. Proposal Content

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

1.1 Qualifications Section

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

- ◆ General management ability;
- ◆ Financial stability and strength; and
- ◆ Recycling or solid waste transporting and disposal experience

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

All submissions will become the property of Shenandoah 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 hauling and disposal of solid waste, as reflected in the successful implementation of previous and/or current operations. Each Offeror shall demonstrate the ability to perform all required tasks successfully, and must demonstrate the requisite management skills and experience in integrating the performance of such tasks. Information submitted by each Offeror shall define both technical and managerial capabilities in terms of past performance. Other management evaluation criteria will include, but will not be limited to the following factors:

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

1.1.2 Financial Stability and Strength

The Offeror must demonstrate sufficient financial resources to carry out its responsibilities as outlined in this RFP and to back-up its contractual obligations. The Offeror must also demonstrate appropriate finances to maintain and service equipment, respond to customer service and 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 3 General Contract Terms and Conditions). Offerors must submit at least three (3) credit references.

For all equipment (including vehicles, carts, etc.) to be used for the services provided under this RFP, the Offeror must identify whether such equipment is currently in its possession, the age of such equipment, whether it is owned in full or whether such equipment must still be purchased and/or financed.

The Offeror must identify any and all litigation involving claims for breach of contract for services similar to those to be provided under this contract, failure to provide such services, failure to properly perform such services similar to those to be provided under this contract, claims for fraud and or any similar claims challenging, questioning or disputing the performance, nature, provision of, cost or scope of similar services provide by the Offeror for the last five (5) years regarding any company, partner, subcontractor, or subsidiary involved in this venture, and/of any corporate officer.

The Offeror must provide evidence, in form and substance satisfactory to the County, that the Offeror's firm (and/or its affiliated companies) has been in existence, for at least five (5) years and/or possesses not less than five (5) years actual operation experience in the provision of the goods and/or the performance of service, to an acceptable extent, outlined in the Scope of Services of this RFP. If the Offeror (and/or its affiliated companies) does not have 5 years in its own name, it may outline similar experience possessed by officer, director or other key employees, showing that the Offeror has experience, depth, coordination and ability to perform the tasks required by this RFP.

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

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

1.1.3 Recycling Transporting and Disposal Services

Offerors will be evaluated on the basis of their demonstrated experience in servicing convenience centers, hauling recyclables or solid waste and disposing of the material. Offerors are encouraged to submit references for existing services, especially under contract to localities, 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 hauling and disposal services solicited in this RFP.

1.2 Overview of Proposed Services

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

1.2.1 Disposal Proposal

The proposal shall describe the proposed disposal service and identify the location if appropriate. The description shall provide sufficient information to demonstrate that the proposed service will, at a minimum, satisfy all of the performance objectives provided in this RFP and handle the quantity of materials collected.

1.2.2 Equipment Description

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

1.2.3 Management Plan

The Management Plan must include a description of the proposed management structure, including management team, and approach, as well as a statement of the issues that the proposer believes may arise during the ongoing operations of the convenience centers and the methods proposed to deal with them as well as the hauling and disposal of the recyclables. This should include, at a minimum, such problems as: equipment breakdowns; and capability to provide hauling and disposal service during peak days/periods.

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

1.3 Safety Plan

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

1.4 Price Proposals

All of the Offeror's proposed prices shall be submitted on the Form titled Price Proposal.

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

2. Evaluation Criteria

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

for this RFP. The proposals will be evaluated according to the following criteria.

A. Evaluation Criteria and Methodology

A proposal evaluation committee, acting on behalf of the County and consisting of (but not limited to) County staff, to review and objectively evaluate the proposals submitted to determine the best value for the County and their residents.

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price. Negotiations shall then be conducted with each of the offerors selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and award the Contract to that offeror.

The County will select the top Offeror for each convenience center and recommend to the Board of Supervisors a Contract be executed at a regular meeting of the Board. However, the Board of Supervisors reserves the right to reject all proposals received and to initiate a new competitive procurement process.

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 which includes proposed procedures and adequacy of resources including facilities and equipment available. The ability to provide goods and/or services on the required or proposed schedule.

2. Qualifications which includes demonstration of successful experience of operation of similar hauling and disposal system(s) and establishing working relationships with public agencies. Also, the reputation in the industry, proposed techniques and controls for project financial management, such as, monitoring, reporting, invoicing and payment. Indicates the aggregate age and condition of equipment proposed for the project.

3. Safety

The safety criteria includes the safety record of Virginia operations and safety policies, programs and proposed operations.

4. Proposed Prices includes competitiveness of the proposed hauling services fees relative to other proposals over the life of the contract. The amount of the fee to provide, install and maintain convenience center equipment.

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 includes proposed plans, if any, to implement alternative fuel vehicles, proposed equipment (e.g. type of tires, numbers of axles) to reduce road impacts. Any other proposed environmental policies, programs and proposals specific to the various locations.

6. Proposal Content and Overall Responsiveness includes the thoroughness of the written proposal.

**RECYCLABLES TRANSPORTING AND DISPOSAL SERVICES
FOR
SHENANDOAH COUNTY
SECTION 3
GENERAL CONTRACT TERMS AND CONDITIONS**

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. The following is a list of general terms and may not be applicable to this RFP:

1. Convenience Center - means any solid waste storage or collection facility at which solid waste is transferred from non-commercial vehicles to haulage vehicles for transportation to a central solid waste management facility for disposal, incineration or resource recovery.
2. Construction Debris - Waste building materials resulting from construction, remodeling, repair, or demolition operations.
3. Contract Documents - The Request for Proposals, Instructions to Offerors, Contractor's Proposal, the Contract, Performance Bond or Letter of Credit, Certificates of Insurance and any addenda or changes to the foregoing documents agreed to by the County and the Contractor.
4. Contractor - The individual, firm, partnership, joint venture, corporation, or association performing solid waste transfer and disposal under Contract with the County.
5. Disposal Fee - The charge or cost to tip, dump, or otherwise dispose of a load of materials such as municipal solid waste at a Disposal Site.
6. Disposal Site - A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary landfills, transfer stations, mass composting facilities, incinerators, and mixed waste processing separation centers, which are licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.
7. Compactor Box – an enclosed top roll-off container designed to have waste compacted through a side opening.
8. Equivalent Equipment - Equipment with the equal capacity, construction or operation standards as the equipment specified within the procurement.
9. Garbage - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and including food containers.
10. Hazardous Waste - Waste designated as hazardous by Federal law or by regulation of the United States Environmental Protection Agency or appropriate state agency.
11. Letter of Credit - A written undertaking by a financial institution on behalf of the applicant (the Contractor) to pay the beneficiary (the County) for non-performance in amounts and under conditions as may be specified in the agreement.
12. Municipal Solid Waste - means that waste which is normally composed of residential, commercial, and institutional solid waste to include but not be limited to Garbage, Refuse, Rubbish and Yard Waste.
13. Open-top Roll-off Container - a roll-off container designed to load from the top and containing no permanent top structure.
14. Performance Bond - A corporate surety bond that guarantees compensation to the County in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract's Specifications.

15. Recycling - means the process of separating a given waste material from the waste stream and processing it so that it is used again as a raw material for a product, which may or may not be similar to the original product.
16. Refuse - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish, or a combination thereof.
17. Roll-off Service Pull - The automated collection of a roll-off container, typically with forty cubic yards interior capacity, by a tilt-frame style vehicle and transport to disposal site.
18. Rubbish - Non-putrescible solid wastes consisting of combustible and non-combustible materials including yard and garden wastes.
19. Compactor - a hydraulically-driven mechanical unit with a feed hopper and ram which compacts waste into an enclosed-top roll-off container.
20. Transfer Station - means any solid waste storage or collection facility at which solid waste is transferred from collection vehicles to haulage vehicles for transportation to a central solid waste management facility for disposal, incineration or resource recovery.
21. Transfer Trailer - an open-top trailer with a minimum of 100 cubic yards of interior capacity used for the transport of solid waste.
22. Transfer Trailer Pull - the transport of a transfer trailer to a disposal site.
23. Yard Waste - Prunings, grass clippings, weeds, leaves, brush, and general yard and garden wastes

Any Contract(s) resulting from this RFP shall include, but not necessarily be limited to, the following terms and conditions:

1. Term of Contract

A. Initial term. Any Contract(s) resulting from this Request for Proposals shall be for a minimum of a five (5) year term commencing on or about July 1, 2014.

B. Option to Renew. The County, may extend this Contract under the same terms and conditions for two additional five (5) year periods. 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.

2. Scope of Contract

The County, as grantor, grants the Contractor, as grantee, the exclusive right during the term of this Contract to haul and dispose of recyclables as specified in the Scope of Services of this RFP.

The County covenants that during the term of this Contract, it will not engage other individuals or itself or become involved in the activity of hauling and disposing of recyclables or any other similar activity that would impair the exclusive right of the Contractor within the County

3. 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.

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.

5. Title to Materials

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

6. Non-Appropriation

The Services implemented and governed by this Contract are funded solely through funds appropriated by the County. Failure of the County to appropriate the funds necessary to cover the cost of that jurisdiction's portion through County 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 County fail to appropriate funds for this Contract, this Contract shall be terminated without penalty when existing funding is exhausted. The County shall provide timely notice to Contractor if it appears that such

situations may occur.

7. Inspections

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

8. 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 (except hauling tickets identified above to be kept for 3 years) for a minimum period of five (5) years after the conclusion of each year of the Contract, or for any longer period required by law.

B. Contractor shall maintain all documents and records that demonstrate performance under this Contract for a minimum period of five (5) years after the conclusion of each year of the Contract, or for any longer period required by law.

Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time, during regular business hours, upon prior forty-eight (48) hour written request by the 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.

9. Method of Payment

A. The County shall make payments to the Contractor within thirty (30) days after receipt of a complete and satisfactory billing invoice by the 10th of the month for services provided the previous month. Invoices shall not be considered complete until required monthly reporting is received. The invoice shall detail the charges for each individual site and indicate the date of service of each switch.

B. Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.

C. The County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by the County for its use or consumption. Tax exemption certification will be furnished upon request.

SHENANDOAH COUNTY, VIRGINIA
PROPOSAL INFORMATION AND REQUIREMENTS
SECTION 4

1. **General:**

- a. The terms of this document shall form a portion of any contract between the County and the successful offeror, whether or not these terms are expressly incorporated into the contract form.

2. **Offeror's Representations:**

- a. Each offeror, by submitting a proposal in response to this request for proposals, represents that the offeror has read and understands the contract specifications and has familiarized himself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work. 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.
- b. The failure or omission of any offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint himself with conditions existing at the site, shall in no way relieve any offeror from any obligations with respect to his proposal or to the contract.

3. **Copyrights and Patent Rights:**

- a. The Offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of the Request for Proposal. The Offeror shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Shenandoah County, its officers, employees, and agents harmless from any and all liability, loss or expense incurred by any such violation or alleged violation.

4. **Addenda:**

- a. Each offeror shall be responsible for determining that all addenda issued by the County for the request for proposals have been received before submitting a proposal for the work.

5. **Taxes:**

- a. The successful offeror shall pay all state, local, and federal taxes. Said taxes shall not be in addition to the contract price between the County and the successful offeror, as the taxes shall be an obligation of the successful offeror and not of the County, and the County shall be held harmless for the same by the successful offeror.

6. **Submission of Proposals:**

- a. If a proposal contains proprietary information or trade secrets, such information must be submitted in a separate sealed and resealable envelope, and clearly marked as such.

7. **Award of Contract:**

- a. The County reserves the right to waive any informality in proposals and to reject any or all proposals.
- b. The contract documents shall be subject to and governed by the laws of the Commonwealth of Virginia and the County. Any dispute arising out of the contract documents, their performance, or their interpretation shall be litigated only in the Circuit Court of the County of Shenandoah, Virginia.

8. **Bonds:**

- a. 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 50 percent of the annual cost 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 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 County. 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.

9. **Insurance:**

- a. Unless expressly waived by the County, the successful offeror shall

maintain insurance to protect himself and the County from claims under the Worker's Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by the offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the specifications of this section, or the requirements of applicable law, if greater.

The successful offeror shall carry public liability insurance at least in the amounts specified below, including the contractual liability assumed by the contractor, and shall deliver Certificates of Insurance from carriers acceptable to the owner specifying such limits, with the County named as an additional insured. In addition the insurer shall agree to give the County 30 days notice of its decision to cancel coverage.

- Worker's Compensation and Employer's Liability
Standard Virginia Worker's Compensation

- Automobile Liability, including Owned, Non-Owned and Hired Car Coverage
Bodily Injury - \$2,000,000 each person, \$2,000,000 each occurrence
Property Damage - \$250,000 each occurrence

- Comprehensive General Liability
Bodily Injury - \$2,000,000 per occurrence, \$2,000,000 annual aggregate
Property Damage - \$250,000 per occurrence, \$250,000 annual aggregate

Including Completed Operations/Products, Contractual Liability for Specified Agreement, Personal Injury, (XCU) Explosion, Collapse and Underground Coverage, Broad Form Property Damage

10. **Successful Offeror's Performance:**

- a. The successful offeror shall furnish all labor, materials and equipment necessary to fulfill the requirements of the contract in strict compliance with the general terms, conditions, specifications and drawings of his proposal and the contract documents.

- b. The successful offeror agrees and covenants that his agents and employees shall comply with all Town, County, State and Federal laws, and rules and regulations applicable to the business to be conducted under the contract.

- c. The successful offeror shall ensure that his employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

- d. The successful offeror shall cooperate with County officials in performing the work so that interference with existing County operations will be held to a minimum.

- e. In case of any contractual default of the successful offeror, the County, after

due notice may procure the goods and/or services detailed in the contract from other sources and hold the successful offeror responsible for all damages including, without limitation, attorney's fees and any other excess cost occasioned thereby.

11. **Employment Discrimination by Contractor Prohibited:**

- a. During the performance of this contract, the successful offeror agrees as follows:
 - (1) The successful offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a *bona fide* occupational qualification reasonably necessary to the normal operation of the contractor. The successful offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (2) The successful offeror, in all solicitations or advertisements for employees placed by or on behalf of the successful offeror, will state that such contractor is an equal opportunity employer.
 - (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The successful offeror shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

12. **Drug Free Workplace:**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. **Successful Offeror's Obligation to Pay Subcontractors:**

- a. The successful offeror awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to him by the County for work performed by his subcontractor(s) under the contract:
 - (1) Pay the subcontractor(s) for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor(s) under the contract; or
 - (2) Notify the County and subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. The successful offeror shall pay interest to the subcontractor(s) on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the County for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed by subparagraph a(2) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
- c. The successful offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).
- d. The successful offeror obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section shall not be construed to be an obligation of the County. A contract modification will not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

14. **Cancellation:**

- a. The County reserves the right to terminate the contract immediately: 1) in the event that the successful offeror discontinues or abandons operations; 2) if adjudged bankrupt, or reorganized under any bankruptcy law; or 3) fails to keep in force any required insurance policies or bonds.
- b. Failure of the successful offeror to comply with any section or part of its contract will be considered grounds for immediate cancellation of the contract by the County.
- c. If the successful offeror has not breached the contract but the County cancels it, the offeror will be paid by the County for all scheduled work completed satisfactorily by the successful offeror up to the termination date set in the written cancellation notice.

15. **Governing Documents:**

This procurement is subject to the terms of Chapter 43 of the Shenandoah County Code and the Shenandoah County Purchasing Procedures Manual. Copies of these documents are available upon request.

16. **Illegal Aliens:**

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

17. **The County does not discriminate against faith-based organizations.**

**SECTION 5
REQUIRED FORMS
RECYCLING TRANSPORTING AND DISPOSAL SERVICES
FOR
SHENANDOAH COUNTY**

(Remainder of Page Left Blank)

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 _____, 2014.

Notary Public, State of _____

My Commission Expires: _____.

**OFFEROR'S PROPOSAL
RECYCLING TRANSPORTING AND DISPOSAL SERVICES
FOR
SHENANDOAH COUNTY**

TO: Mary T. Price, County Administrator, Shenandoah County

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 RECYCLING TRANSPORTING AND DISPOSAL SERVICES, RFP 2013-04, 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 _____, 2014:

The individual whose name is signed to the foregoing instrument appeared before me, acknowledged the foregoing signature as his/hers, and having been duly sworn by me, made an oath that the statements in the said instrument are true.

My commission expires: _____

Signature

Contractor's Authorization to Transact Business

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

Virginia State Corporation Commission (SCC) Registration Information

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

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

_____ **-OR-**

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

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

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

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. No award shall be issued to an offeror who fails to provide the required information unless a waiver of these requests is granted by the chief

executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers):

By: _____

Name

Title

Company

State of Incorporation or Formation

Address

City, State Zip Code

Area Code and Telephone Number

State of _____ City/County of _____ on _____,
2014:

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

**RECYCLING TRANSPORTING AND ALTERNATIVE DISPOSAL SERVICES
FOR
SHENANDOAH COUNTY USING COUNTY EQUIPMENT AND BINS**

| <i>Recycling Services with County Owned Bins</i> | | | |
|--|--------------------------------------|--------------------------------|------------------------------|
| <i>Sites:</i> | <i>Transportation Costs per pull</i> | <i>Avg # of pulls per week</i> | <i>Disposal Cost per ton</i> |
| Cedar Creek | | | |
| Railroad Tracks | | | |
| Fishers Hill | | | |
| Ft. Valley | | | |
| Maurertown | | | |
| Mt. Jackson | | | |
| New Market | | | |
| Orkney | | | |
| Quicksburg | | | |
| Rodney & Theresa | | | |
| Rt. 263 | | | |
| St. Luke | | | |
| Rt. 55 | | | |
| Woodstock | | | |
| Conicville | | | |
| Rudes Hill | | | |
| County Offices | | | |

| <i>Alternative Disposal Services with County Owned Equipment and Bins</i> | | | |
|---|--------------------------------------|--------------------------------|------------------------------|
| <i>Sites:</i> | <i>Transportation Costs per pull</i> | <i>Avg # of pulls per week</i> | <i>Disposal Cost per ton</i> |
| Cedar Creek | | | |
| Railroad Tracks | | | |
| Fishers Hill | | | |
| Ft. Valley | | | |
| Maurertown | | | |
| Mt. Jackson | | | |
| New Market | | | |
| Orkney | | | |
| Quicksburg | | | |
| Rodney & Theresa | | | |
| Rt. 263 | | | |
| St. Luke | | | |
| Rt. 55 | | | |
| Woodstock | | | |
| Conicville | | | |
| Rudes Hill | | | |
| County Offices | | | |

PRICE PROPOSAL FORM

**RECYCLING TRANSPORTING AND/OR ALTERNATIVE DISPOSAL SERVICES
FOR SHENANDOAH COUNTY USING OFFEROR'S EQUIPMENT AND BINS**

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

Convenience Center: _____

| Recycling Services - Monthly Equipment Rental and Maintenance Cost: | | | |
|--|----------|----------------|------------------------|
| | Model | Number | \$ per month |
| Compactor(s): | | | |
| Additional Compactor Boxes: | | | |
| Roll-Off(s) | Number | \$ per month | Max Load Capacity |
| 40 Cubic-yard Open-top Roll-Off(s) | | | |
| 20 Cubic-yard Open-top Roll-Off(s) | | | |
| | Per pull | Pulls per week | Disposal Cost per pull |
| 40 Cubic-yard Open-top Roll-Off(s) | | | |
| 20 Cubic-yard Open-top Roll-Off(s) | | | |

| Alternative Disposal Services - Monthly Equipment Rental and Maintenance Cost: | | | |
|---|----------|----------------|------------------------|
| | Model | Number | \$ per month |
| Compactor(s): | | | |
| Additional Compactor Boxes: | | | |
| Roll-Off(s) | Number | \$ per month | Max Load Capacity |
| 40 Cubic-yard Open-top Roll-Off(s) | | | |
| 20 Cubic-yard Open-top Roll-Off(s) | | | |
| | Per pull | Pulls per week | Disposal Cost per pull |
| 40 Cubic-yard Open-top Roll-Off(s) | | | |
| 20 Cubic-yard Open-top Roll-Off(s) | | | |

SECTION 6

**OFFEROR'S SUBMITTAL CHECKLIST
RECYCLING TRANSPORTING AND DISPOSAL SERVICES
FOR
SHENANDOAH COUNTY**

All Offerors submitting a response to the Shenandoah County RFP #2013-04 for Recycling Transporting and Disposal Services should insure themselves that the conditions described in this RFP document have been met prior to submitting the proposal. The following checklist is provided to assist the Offeror in verifying the completeness of the proposal.

| | | |
|----|---|--|
| 1. | One (1) Original, and Five (5) Copies of the Proposal | |
| 2. | Non-Collusion Affidavit Of Offeror | |
| 3. | Price Proposal Forms | |
| 4. | Performance Bond Commitment Letter | |
| 5. | Equipment Listing | |
| 6. | Certificates of Insurance or Evidence Thereof | |
| 7. | Financial Statements | |