CITY OF HARRISONBURG
DEPARTMENT OF FINANCE
AND PURCHASING
345 SOUTH MAIN STREET
HARRISONBURG, VA 22801

REQUEST FOR PROPOSAL (RFP) COVER PAGE

ISSUE DATE: February 23, 2015	**REQUEST FOR PROPOSAL NUMBER:** 2015033-PW-P	**FOR:** Transporting, Disposal & Processing of MSW
DEPARTMENT: Public Works	**DATE/TIME OF CLOSING:** March 9, 2015 at 3:00pm local time	**CONTRACT ADMINISTRATOR:** Mr. Harsit Patel
DATE/TIME LAST DAY FOR QUESTIONS: March 2, 2015 at 12:00pm (noon) local time	**DATE/TIME PRE-PROPOSAL MEETING:** N/A	**PRE-PROPOSAL MEETING MANDATORY:** ☐ Yes ☐ No ☑ N/A

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, , delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the City of Harrisonburg the items or services offered and accompanying attachments shall constitute a contract.

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Office, 345 South Main Street, Room 201, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

The City does not discriminate against small and minority businesses or faith-based organizations.

VENDOR INFORMATION

Name of Vendor:_____ Telephone #:_____

Address: _____ Federal Employer Identification #:_____

_____ State Corporation Commission #:_____

Contact Name: _____ Contact Email Address:_____

By signing this bid, Vendor(s) certifies, acknowledges, understands and agrees to be bound by the conditions set forth in this RFP.

_____ _____
VENDOR'S LEGALLY AUTHORIZED SIGNATURE **DATE**

_____ _____
PRINT NAME **TITLE**

Please take a moment to let us know how you found out about this Request for Proposal (RFP) – Check one:

☐ City of Harrisonburg Website ☐ eVA Website ☐ Bid Room (Please List) _____

☐ The Daily News Record Newspaper ☐ Notified by City Directly ☐ Posted on Municipal Building bulletin board

☐Other (Please List) _____

This document must be completed & returned with proposal submission.

TABLE OF CONTENTS

COVER PAGE*

I. PURPOSE **2**

II. SCOPE OF SERVICES **2**

III. PROPOSAL REQUIREMENTS **4**

IV. GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA **6**

V. INSURANCE REQUIREMENTS **13**

VI. INSTRUCTIONS TO OFFERORS **13**

VII. QUESTIONS **14**

VIII. MODIFICATION & WITHDRAWAL OF PROPOSAL **14**

IX. PROPOSAL EVALUATION CRITERIA **14**

X. CONTRACT TERM **15**

XII. AWARD OF CONTRACT **15**

XIII. PAYMENT TERMS 15

ATTACHMENTS

A. PRICE SCHEDULE* **16**

B. STATE CORPORATION COMMISSION (SCC) FORM* **17**

C. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM* **18**

D. INSURANCE REQUIREMENTS FORM* **19**

E. REFERENCE LIST* **20**

F. SAMPLE STANDARD CONTRACT RFP **21**

Denotes document that must be completed & returned with proposal submission

I. PURPOSE

The City of Harrisonburg (City) is seeking sealed bids for the transporting, disposal, and processing of Co-mingled Municipal Solid Waste (MSW), recyclable material, and debris from designated City of Harrisonburg transfer station(s). The City of Harrisonburg Public Works Department collects a combined annual total of approximately 13,500 – 15,000 tons of MSW, recyclables and debris. The City reserves the right to make multiple awards.

A Request for Proposal (RFP) is being issued in lieu of an Invitation to Bid (ITB) due to the specialized nature of the Scope of Work for this project.

II. SCOPE OF SERVICES

A. Contractor shall furnish and maintain all trucks, containers (roll-off, walking floor, storage, etc.), labor, supervision, tools, machines, material and equipment necessary and required for the handling and disposal of MSW, recyclables, and debris from designated City of Harrisonburg transfer station. The contractor shall accept and take ownership of and responsibility of the MSW, recyclables, and any other debris at the point of entry to the transfer station and manage same from point of entry to the transfer station through and including ultimate disposal at disposal/processing facility. The City provides collection to approximately 8,100 households and 500 businesses.

1. Municipal Solid Waste and recyclables: Co-mingled residential household and commercial refuse and recycling collected by City field operations and Private contractors.
2. Debris: Furniture, mattresses, construction or remodeling material (C&D), wood, plastic, tires, metal, e-waste, and other non-putrescible and non-arboreal debris.
3. Contractor will determine the frequency of pickup based on an estimate of thirty (30) to forty (40) tons per day.
4. The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during this contract term. The quantities may vary depending upon the actual needs of the City. The quantities specified are good faith estimates.

B. Transfer Station: Provide for removal of MSW, recyclables, and debris with empty containers on a schedule sufficient to allow the City to provide a full range of services at transfer station. Contractor shall be given necessary access to transfer station for pick up after regular hours of operation. Pickup location is yet to be determined, but will be within Harrisonburg City limits.

C. Hauling: Contractor to provide either walking floor receiving containers at designated Transfer Station or truck capable of hauling roll-off containers. All trucks used for transporting shall be in good repair, painted, numbered, and thoroughly emptied daily. The contractor will provide the installation of walking floor receiving containers at

designated transfer station, providing power to a fused, electrical disconnect box within 15 feet of the locations of the power units for the containers.

D. Processing: Co-mingled MSW and recyclables, will be hauled to a material recovery facility (MRF) where material may be sorted to reclaim maximum quantities of recyclables. Annual data of recycled materials must be provided for DEQ reporting purposes.

E. Disposal: Contractor shall use disposal method at a landfill which has been opened, is operated and maintained, and is closed and maintained after closure in accordance with local, state, and federal law.

F. Permits and Reporting:

1. Contractor shall obtain all necessary federal, state, and local permits required for hauling, processing, and disposal services.
2. Contractor shall provide the City with copies of all permits to perform services that are required by the local, state and federal governments. Furthermore, the City shall be notified immediately of any action by a government entity to revoke, suspend, or otherwise alter a permit necessary to operate hereunder.
3. Contractor understands that should the agreed upon disposal facility be unable to continue receiving City waste for any other reason than force majeure, the contractor will at no cost to the City provide an alternate disposal site for the remainder of the agreement.
4. The contractor shall provide monthly documentation as to the final disposition of all City of Harrisonburg MSW, recyclables, and debris related to this contract.

G. Code of Standards:

1. The contractor, its officers, and agents, employees, and any subcontractors, in the performance of this agreement shall comply with all applicable statures and laws of the United States and Commonwealth of Virginia, the Charter and ordinances of the City of Harrisonburg, and the applicable rules and regulations of the agencies of each.
2. Contractor shall guarantee transportation in accordance with the applicable regulations of the U.S. Environmental Protection Agency, U.S. Department of Transporation, U.S. Interstate Commerce Commission, and any other federal agency having jurisdiction as well as Regulatory Agencies of States through which shipments must travel.
3. All practices, materials, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local Safety or Environmental Codes.

H. Emergency Conditions:

1. The contractor shall continue to haul, process, and dispose of the City's MSW, recyclables, and debris regardless of the operating status of the transfer station. If the

transfer station is closed due to force majeure event, then contractor shall be required to make its best effort provide services.

2. If the contractor's disposal site does not open or is closed due to a force majeure event, contractor shall continue to transfer waste to an alternate disposal site.
3. In the event any change in law occurs during the term of the Agreement, then contractor and the city shall negotiate an equitable adjustment of the agreement.

I. Subcontractors:

Subcontractors may work with multiple primary Proposers. After the selection process has completed, the primary may change or select additional subcontractors with written authorization from the City. These subcontractors may have been submitted with other responses. The City reserves the right to approve all subcontractors and may request substitutions as it deems necessary to serve the best interest of the City.

J. Add or Delete:

The City, by written notice from the City to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services provided. Any such written notice shall take effect on the date stated in the notice form the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified on the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractors normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

K. References:

Offerors shall complete and return *Attachment E. Reference List* with their proposal submission. Offerors shall utilize this form to provide references of at least three (3) government accounts that your company presently administers. Accounts are preferred to be government accounts of a similar size and nature.

III. PROPOSAL REQUIREMENTS

The proposal shall provide information necessary for City of Harrisonburg to evaluate the qualifications, experience, and expertise of the proposing firm to provide requested services.

The Offeror is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Offeror shall ensure that all information required herein is

submitted with the proposal. All information provided should be verifiable by documentation requested by the City of Harrisonburg. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Proposals shall be signed by an authorized representative of the Offeror.

The Offeror is asked to address each evaluation criteria contained in *Section IX. Proposal Evaluation Criteria* and to be specific in presenting their qualifications. Responses should be as thorough and detailed as possible so that the City may properly evaluate the firm's capabilities to provide the required services.

The Offeror should include in their proposal the following:

A. Cover Sheet – A completed Proposal Cover Sheet which is the first page of this RFP.

B. Table of contents – All pages are to be numbered.

C. Introduction – Cover Letter/Executive Summary on company letterhead signed by a person with the corporate authority to enter into any contract which results from the RFP.

D. Proposal – Each copy of the proposal should be bound or contained in a single volume where practical. The Proposal submitted by Offeror shall include at a minimum, the following:

1. Approach – This should include demonstrated understanding of the project and how the firm will perform the scope of services, as well as clearly outline the project approach. Specific plans or methodology to be used in providing the service.
2. Qualification and experiences of Offeror in providing the services.
3. Quality of services offered and suitability for the intended purpose.
4. Price:
    a. Complete and detailed pricing schedule for the services proposed. See *Attachment A*.
    b. Describe your plan for conveying prices changes, if any, for subsequent renewal periods.
    c. The proposal and pricing contained therein shall remain firm for a period of one hundred-eighty (180) days.

E. The Offeror may provide information for other services or programs that are available that may not be specified in this proposal. Additional services should be provided with cost listed as well as details and description of the offering.

F. The Offeror shall include signed copies of any and all addenda to the RFP.

G. In addition to *Attachment A*, the Offeror shall complete, and include with their proposal, the following attachments:

1. State Corporation Commission (SCC) Form (*Attachment B*)

2. Proprietary/Confidential Information Identification Form (*Attachment C*)

3. Insurance Requirements Form (*Attachment D*)

4. Reference List (*Attachment E*)

IV. GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA (6-20-13)

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at www.Harrisonburgva.gov/bids-proposals.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act*.

In every contract over $10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:

    a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

    b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. The City does not discriminate against small and minority businesses or faith based organizations.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

1. (For Invitation For Bids(ITB):) Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or

addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. (For Request For Proposals(RFP):) Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

REVISIONS TO THE OFFICIAL ITB/RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the City of Harrisonburg's web site and/or authorized by the City of Harrisonburg's Purchasing Agent. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the offeror by the City of Harrisonburg.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. To Prime Contractor:

   a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

   b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

   c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

   d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Individual contractors shall provide their social security numbers, and proprietors , partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.

f. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, 2.2.4363.

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the

(bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

CANCELLATION OF THE CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and

specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an "equal" product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)**

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable

control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

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.

SAFETY and OSHA STANDARDS: All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

LIABILITY AND LITIGATION: The City shall not indemnify or hold harmless any Contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages,

even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or 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 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is http://www.scc.virginia.gov.

V. INSURANCE REQUIREMENTS

Offerors shall complete and return *Attachment D. Insurance Requirements Form* with their proposal.

VI. INSTRUCTIONS TO OFFERORS

All proposals must be in an opaque, sealed envelope or box and clearly marked: "**Sealed Proposal: Transporting, Disposal & Processing of MSW 2015033-PW-P**". Proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). All expenses for making proposal to the City shall be borne by the Offeror.

Offerors shall provide one (1) original and one (1) identical paper copies of the proposal documents. Additionally, Offerors shall provide one (1) identical electronic copy (on CD or thumb drive) of the proposal documents.

Proposal documents shall be mailed or hand-delivered to the **Purchasing Office located at 345 South Main Street, Room 201, Harrisonburg, VA 22801**. Office hours are Monday through Friday, 8:00am to 5:00pm. Faxed or emailed proposals will not be accepted. Proposals shall be received by the Purchasing Office no later than **Monday March 9, 2015 at 3:00 pm local time.** Any proposals received after this date and time will not be accepted. The City of Harrisonburg is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The Offeror has the sole responsibility to have the proposal received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date.

All documents contained within the proposal submission shall be completed in their entirety and signed and dated where required.

*PLEASE NOTE: The City of Harrisonburg Municipal Building (345 South Main Street) is currently undergoing construction around the facility. Parking options tend to be congested throughout the day. It is recommended to park on the North side of the building in visitor

parking (follow signs). Please take this into account when submitting your bid/proposal document and give yourself enough time to park and take your bid/proposal to the correct office for acceptance.

In the event of inclement weather and the City Manager authorizes the closing of City offices, all proposals will be due no later than the above-stated time on the following business day.

VII. QUESTIONS

Questions related to the RFP or requests for clarification may be directed to Ms. Pat Hilliard, Procurement Manager for the City of Harrisonburg, by email (Purchasing@harrisonburgva.gov) or by fax (540-432-7778). Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted as addenda on the City's website at www.harrisonburgva.gov/bids-proposals and also on eVA at www.eva.virginia.gov. All questions must be received no later than **Monday March 2, 2015 at 12:00pm (noon) local time**. It is the responsibility of all Offerors to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposal submission.

VIII. MODIFICATION & WITHDRAWAL OF PROPOSAL

An offeror may modify or withdraw his proposal, either personally or by written request, at any time prior to the scheduled time for opening of proposals. After proposal opening, Code of Virginia 2.2-4330 B. 1. shall apply: "The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice."

IX. PROPOSAL EVALUATION CRITERIA

Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. Proposal evaluations will be based on a below/meets/exceeds scale, using the following minimum selection criteria:

1. Experience & Past Performance: Prior experience in providing similar services, including client references. This may also include the financial position of the insurance company, managed care organization or cooperative purchasing group.

2. Ability to Provide the Services: Specific information on the company's ability to deliver the required services providing specific plans or methodology to be used to perform the services. Background on the company, including the number of years in business and past major projects completed. Successful Offeror shall have the ability to provide good administrative support to the City.

3. Responsiveness: The Contractor's ability to deliver the required services on time and in accordance with the Scope of Work. This also includes compliance with applicable state and federal laws and regulations.

4. Cost: Costs will not be the sole deciding factor in the selection process, but will be considered in the case of this RFP.

As part of the evaluation process, the City may ask questions of a clarifying nature from Offerors as required. The City may also request an oral presentation to explain the proposal and answer questions.

The City reserves the right to cancel this RFP at any time or reject any or all proposals received as a result of this RFP if it is in the best interest of the City. The City reserves the right to waive any informality in any proposal.

X. CONTRACT TERM

The initial term of the contract will be three (3) years, estimated to begin April 2015. This contract period may be renewed for two (2) additional one (1) year periods, provided acceptable rates can be negotiated between the City and the successful Offeror.

XI. AWARD OF CONTRACT

The City reserves the right to award based on the most cost effective solution for the transporting, disposal and processing of MSW. The City wishes to retain the option of hauling materials ourselves if it is determined to be in the best interest of the City. This will be determined during this RFP process. This may result in multiple awards or awards on any combination thereof for requested services. The City reserves the right to select elements from different individual Proposers and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.

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 proposals, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that Offeror(s). Should the City determine in writing and in its sole discretion that only one Offeror(s) is fully qualified, or that one Offeror(s) is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. Once the selection has been made as to which Offeror(s) will be awarded the contract, the Procurement Manager will post a Notice of Award on the City's website at www.harrisonburgva.gov/bid-proposal-award-notifications and also on eVA at www.eva.virginia.gov.

The award documentation will subsequently be followed by a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

XIII. PAYMENT TERMS

Contractor will bill the city monthly for completed services or goods provided for the previous month. Detail billing is requested. Contractor must provide individual tickets denoting tonnages transferred.

ATTACHMENT A. PRICE SCHEDULE

Offeror Name: _____

Transportation Fee: $_____ per ton

Processing Fee: $_____per ton

Disposal Fee: $_____per ton

All Inclusive Price: $_____per ton (please explain what this covers)

_____

_____

_____

_____

Attach List of Containers by size and price.

Please provide information to provide for additional offered services. You may use additional pages if necessary.

This document must be completed & returned with proposal submission.

ATTACHMENT B. STATE CORPORATION COMMISSION (SCC) FORM

<u>Virginia State Corporation Commission ("SCC") registration information</u>: The undersigned Offeror:

☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

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

☐ is 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 bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid 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 (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

Signature: _____ **Date:** _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

****This document must be completed & returned with proposal submission.***

ATTACHMENT C. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM

Name of Firm/Offeror: _____

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING

☐ Check this box if there are none.

This document must be completed & returned with proposal submission.

ATTACHMENT D. INSURANCE REQUIREMENTS FORM

By signing and submitting a bid or proposal the contractor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded.

1.) The contractor will maintain a general liability policy with $2,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. **The insurer must list the City of Harrisonburg as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**

2.) The contractor will maintain an Environmental Liability insurance policy with a limit of $1,000,000 with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A.M. Best rating of A- or better.

3.) The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least $100,000 bodily injury by accident/$500,000 bodily injury by disease policy limit/$100,000 bodily injury by disease each employee.

4.) The contractor will maintain automobile liability insurance with limits of at least $1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance and endorsement to show evidence of coverage.

BIDDER/OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Signature: _____ Date: _____

Name:_____Title:_____
(Print)

Name of Firm: _____

****This document must be completed & returned with proposal submission.***

ATTACHMENT E. REFERENCE LIST

Indicate below a listing of at least three (3) government accounts that your company presently administers. Accounts are preferred to be government accounts of a similar size and nature.

Reference #1

Company:_____ Contact Person:_____

Phone #:_____ Email:_____

Project:_____ Dates of Service:_____

Reference #2

Company:_____ Contact Person:_____

Phone #:_____ Email:_____

Project:_____ Dates of Service:_____

Reference #3

Company:_____ Contact Person:_____

Phone #:_____ Email:_____

Project:_____ Dates of Service:_____

This document must be completed & returned with proposal submission.

ATTACHMENT F. CITY OF HARRISONBURG, VA
SAMPLE STANDARD CONTRACT RFP

This Contract entered into this ___ day of _____ 20___, by _____ hereinafter called the "Contractor" and City of Harrisonburg, VA, called the "Owner".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

(1) This signed form;

(2) The entire City of Harrisonburg's Official Request for Proposal (no revisions by the Contractor)

dated: _____

If applicable, any Official City Addenda:

#1, dated: _____

(3) The Contractor's Proposal dated _____ and the attached negotiated modifications (if applicable) to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR: CITY OF HARRISONBURG, OWNER:

By:_____ By:_____

Title:_____Title:_____

Note: This form is just for reference and is NOT required to be submitted with your Proposal.