

ALLEGHANY COUNTY
SOLID WASTE DISPOSAL SERVICES
REQUEST FOR PROPOSALS

Prepared by:



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and

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February 2021

COUNTY OF ALLEGHANY, VIRGINIA SOLID WASTE DISPOSAL SERVICES REQUEST FOR PROPOSALS

RFP No: RFP-2021-01 ISSUE DATE: March 17, 2021
TITLE: Solid Waste Disposal Services
ISSUED BY: Alleghany County, Virginia
9212 Winterberry Avenue
Covington, Virginia 24426
CLOSING DATE: April 9, 2021 2:00 p.m. local time

CLARIFICATIONS AND ADDENDA:

All questions regarding this RFP must be directed to Tim Kimberlin at (540) 965-1626 and received no later than April 2, 2021, at 4:00 p.m. local time.

All addenda and clarifications will be posted not later than March 31, 2021, at 2:00 p.m. local time.

I. Description and Background

The County of Alleghany, Virginia, is seeking proposals for the disposal of solid waste received at the Island Ford Transfer Station to a Subtitle D facility.

The County owns the Island Ford Transfer Station, which has been operational since July 1, 1996. The transfer station is operated by County employees. The transfer station consists of a two-level metal and concrete building which receives solid waste on a tipping floor for reloading into open top 120 CY trailers for solid waste transfer. Access to the site is from Route 1104 (Valley Ridge Road), approximately 2.1 miles east of the I-64/Rt. 60 & 220 exit, passing under the Island Ford Bridge. Transportation and disposal of solid waste to the landfill will be provided by private contractors. Current transfer station operating hours are Monday through Friday from 9:00 a.m. to 5:00 p.m. and Saturday from 8:00 a.m. to noon.

The waste managed at the transfer station includes:

1. Historical information on the County waste estimates 19,108 tons per year (TPY), based on a three-year average, and is representative of the normal Alleghany County waste generation rate. This number includes all items collected, including recyclables, brush, etc.

2. In 2019, approximately 15,042 tons was landfilled. See Attachment A for more information.
3. Alleghany County also owns and operates the Low Moor and Lower Jackson River Regional Wastewater Treatment Plants. Each plant, on average, will produce a one 20-yard roll-off container per month containing biosolids.

II. Term of Contract

The term of the contract is five years, renewal for up to two five-year periods at the option of the County.

III. Proposal Preparation

Acceptance of Bids/Proposals: Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 60 calendar days following the date established for receiving bids/proposals. At the end of the 60 calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

Format of Bids/Proposals: One original and five copies of a sealed proposal must be received in the Public Works Department in the County Governmental Complex located at 9212 Winterberry Ave, Suite A, Covington, Virginia 24426 by 2:00 p.m. on April 9, 2021. Please send to the attention of Suzie Williams. Clearly mark on the outside of the envelope your company's name and label with the RFP number and "Alleghany County Solid Waste Disposal Services." The time of receipt shall be determined by the time stamp in the Public Works office. Contractors are responsible for assuring that their bids are stamped by Alleghany County Public Works Office personnel by the deadline indicated. Bids received after the deadline will not be accepted and will be returned unopened.

IV. Additional Information

1. Continuous operability must be maintained to prevent inconvenience to the County. The permit for the transfer station requires that no solid waste will remain on the tipping floor at the end of the working day. All waste received must be either shipped off site or stored in covered trailers or roll-off containers outside the building.
2. The Contractor must be willing and able to become responsible for disposal of the County's solid waste on or before October 1, 2021.
3. The Contractor shall own and operate two Subtitle D landfills of which one will be the primary disposal site and the other a secondary disposal site. Each shall be capable of receiving waste from the Island Ford Transfer Station. The Contractor shall provide evidence of ownership of said disposal facilities for the life of the proposed contract. Disposal shall only occur in a facility meeting all applicable Federal (Subtitle D of the Resource Conservation and Recovery Act, as amended) and State (9 VAC 20-81) regulations and standards. Should the alternate site need to be utilized, there will be no additional cost borne by the County.

V. Selection Criteria

Selection will be through competitive negotiation. The County will rank proposers based on the criteria set forth below. The County will select two or more offerors that appear, based upon the representations in their proposals, to be fully qualified and best suited among those submitting proposals. It will then conduct interviews with one or more top proposers. The final decision will be made based upon a holistic evaluation of all factors, with strong emphasis on price. The following are the criteria for consideration:

1. Contractor's ability to perform, as evidenced by past performance on similar contracts, qualifications of personnel, background, and reputation of the Contractor, including parent and subsidiaries.
2. Total cost of proposal over anticipated contract term including:
 - a. Current cost.
 - b. Long-term cost.
 - c. Any other associated costs for additional services which may be available.
3. Financial condition of contractor:
 - a. Evidence of ability to perform as revealed by current or certified financial statement.
 - b. Ability to insure operation.
4. Desirability of proposed scope of work and operations plan:
 - a. Thoroughness of management, response plan, and operation of disposal facility.
 - b. Understanding the scope of work.

The County reserves the right to determine, in writing and in its sole discretion, that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than others under consideration and negotiate and award a contract to that offeror.

General Terms and Conditions of the Contract

1. **Anti-Discrimination:** By submitting your proposal, you certify to Alleghany County that you 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 (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000, the following provisions also apply:

- 1.1. During the performance of this contract, you agree as follows:
 - 1.1.1. You 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 your business. You agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 1.1.2. In all solicitations or advertisements for employees placed by or on behalf of the contractor, you will state that you are an equal opportunity employer.
 - 1.1.3. During the performance of this contract, you agree to (i) provide a drug-free workplace for your 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 your 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 your behalf that you maintain a drug-free workplace. 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 you, the employees at which 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.

- 1.1.4. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation are sufficient for the purpose of meeting these requirements.
 - 1.2. You must include the provisions of 1.1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. **Antitrust:** By entering into a contract, you convey, sell, assign, and transfer to Alleghany County all rights, title, and interest in and to all causes of action you 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 Alleghany County under this contract.
3. **Applicable Laws and Courts:** This solicitation and any resulting contract are governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect to it must be brought in the courts of Alleghany County, Virginia. You must comply with all federal, state, and local laws and regulations.
4. **Assignment of Contract:** You may not assign this contract, in whole or in part, without the written consent of Alleghany County.
5. **Availability of Funds:** It is understood and agreed that Alleghany County is bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
6. **Pricing:** The Bid/Proposal price must be an all-inclusive price to deliver the specified goods and/or services FOB Destination to the address specified. Invoices must be itemized and will be paid at the unit price in the proposal. The County will not accept or pay for additional line items such as freight, shipping and handling, delivery, downtime, equipment, lost time due to inclement weather or any other charges additional to the unit prices quoted in the Bid/Proposal.
7. **Changes to the Contract:** Changes can be made to the contract in any of the following ways:
 - 7.1. 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.
 - 7.2. Alleghany County may order changes within the general scope of the contract at any time by written notice to you. 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. You must comply with the notice upon receipt. You will be compensated for any additional costs incurred as the result of such order and must give Alleghany County a credit for

any savings. The compensation will be determined by one of the following methods:

- 7.2.1. By mutual agreement between the parties in writing; or
- 7.2.2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and you are able to account for the number of units of work performed, subject to Alleghany County's right to audit your records and/or to determine the correct number of units independently; or
- 7.2.3. By ordering you to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup must be used for determining a decrease in price as the result of savings realized. You must present Alleghany County with all vouchers and records of expenses incurred and savings realized. Alleghany County will have the right to audit your records as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Alleghany County within thirty (30) days from the date of receipt of the written order from Alleghany County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance will be resolved in accordance with the procedures for resolving disputes provided by the Claims Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation, or any other provision of this contract excuses you from promptly complying with the changes ordered by Alleghany County or with the performance of the contract generally.

8. **Claims:** Contractual claims, whether for money or other relief, must be submitted in writing to the County Administrator, 9212 Winterberry Avenue, Covington, Virginia 24426, no later than sixty (60) days after final payment; however, written notice of your intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein precludes a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the County Administrator's decision on the claim unless that office fails to render such decision within thirty (30) days. Failure of the County to render a decision within thirty (30) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within thirty (30) days is the contractor's right to institute immediate legal action. The decision of the County Administrator is final and conclusive unless the contractor, within six (6) months of the date of the final decision of the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.

9. **Debarment Status:** By submitting a proposal, you certify that you are not currently debarred by the Commonwealth of Virginia or any agency of the United States of America from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are you an agent or affiliated corporate entity of any person or entity that is currently so debarred.
10. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, Alleghany County, after due oral or written notice, may procure them from other sources and hold you responsible for any resulting additional purchase and administrative costs. This remedy is in addition to any other remedies which Alleghany County may have. In addition, Alleghany County reserves the right to cancel any orders placed that are not delivered by the date specified in the proposal.
11. **Ethics in Public Contracting:** By submitting your proposal, you certify that your proposal is made without collusion or fraud and that you have not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or subcontractor in connection with your proposal, and that you 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.
12. **Immigration Reform and Control Act of 1986:** By submitting a proposal, you certify that you 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.
13. **Indemnification:** You agree to indemnify and hold harmless Alleghany County its officers, agents, and employees from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by any kind or nature of services furnished by your use of any materials, goods, or equipment of any kind or nature, provided that such liability is not attributable to the sole negligence of Alleghany County.
14. **Nondiscrimination of Contractors:** Alleghany County will not discriminate against any bidder, proposer, offeror, or contractor in the award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, Alleghany County will offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
15. **Payment:**

15.1. **To Prime Contractor:**

- 15.1.1. You must submit 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 must show Alleghany County or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- 15.1.2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This does not affect offers of discounts for payment in less than 45 days, however.
- 15.1.3. All goods or services provided under this contract or purchase order that are to be paid for with public funds, must be billed by you at the contract price, regardless of which public agency is being billed.
- 15.1.4. The following are deemed 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.
- 15.1.5. **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, you are 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 may be challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, Alleghany County will promptly notify you, in writing, as to those charges which it considers unreasonable and the basis for the determination. You may not institute legal action unless you have followed the Claims clause of this contract. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

15.2. **To Subcontractors:**

- 15.2.1. You must:
 - 15.2.1.1. Pay any subcontractor(s) or sub vendor(s) within seven (7) days of your receipt of payment from Alleghany County their proportionate share of the payment received for work performed by the subcontractor(s) or sub vendor(s) under the contract; or

15.2.1.2. Notify Alleghany County and the subcontractor(s), in writing, of your intention to withhold payment and the reason.

15.2.2. You must pay the subcontractor(s) or sub vendor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by you that remain unpaid seven (7) days following receipt of payment from Alleghany County, except for amounts withheld as stated in 15.2.1.2. 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 or vendor performing under the primary contract. Your obligation to pay an interest charge to a subcontractor is not an obligation of Alleghany County, and may not be charged to Alleghany County.

16. **Precedence of Terms:** The following General Terms and Conditions ANTI-DISCRIMINATION, ANTITRUST, APPLICABLE LAWS AND COURTS, DEBARMENT STATUS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, PAYMENT apply in all instances.
17. **Qualification of Bidders/Proposers:** Alleghany County may make such reasonable investigations as it deems proper and necessary, at any time, to determine your ability to perform the services/furnish the goods and you must furnish to Alleghany County all such information and data for this purpose as may be requested. Alleghany County reserves the right to inspect your physical facilities prior to award to satisfy questions regarding your capabilities. Alleghany County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, you fail to satisfy Alleghany County that you are a responsible proposer. Shortlisting you for interviews is not a conclusive determination of responsibility.
18. **Supremacy Clause:** Notwithstanding any provision in your proposal to the contrary, the terms and conditions contained in this RFP prevail over contrary terms and conditions contained in your proposal.
19. **Taxes:** Sales to Alleghany County are normally exempt from State sales and use tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries under this contract are usually free of Federal excise and transportation taxes.
20. **Testing and Inspection:** Alleghany County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
21. **Use of Brand Names:** Unless otherwise provided in this solicitation, the name of a certain brand, make, or manufacturer does not restrict proposers 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 County, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and

suitability for the purpose intended, will be accepted. You are responsible to identify the product clearly and specifically being offered and to provide sufficient descriptive literature, catalog cuts, and technical detail to enable the County to determine if the product offered meets the requirements of this solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless you clearly indicate in your proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

22. **Termination:**

- 22.1. The County may terminate this contract with or without cause by giving you a thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, you must discontinue all services in connection with the performance of this contract and shall proceed to cancel promptly all related third-party contracts. Termination of the Contract by the County pursuant to this paragraph terminates all of the County's obligations hereunder and no charges, penalties or other costs shall be due contractor except for compensation of work timely and satisfactorily completed.
- 22.2. In addition to the County's right of termination, either party may terminate this contract in the event the other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this contract, provided that unless otherwise provided in this contract, such failure or violation is not cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of a written notice of default. The notice of default must state the party's intent to terminate the contract if the default is not cured within a specified time period.
- 22.3. **Appropriation Approval.** You acknowledge that the County's performance and obligation to pay under this contract is contingent upon annual appropriation by the Board of Supervisors. You agree that in the event that such appropriation is not forthcoming, the County may terminate this contract and no charges, penalties, or other costs shall be assessed. The County will give you prompt notice of any event of non-appropriation. In the event of a temporary political budgetary impasse, the County may suspend your performance of this contract, and its obligation to pay hereunder, for up to 90 days to allow appropriation of funds to occur.
23. **Insurance:** You certifies that you and your subcontractors, if any, will have the insurance coverage set forth below at the time the contract is awarded and that such insurance will be maintained during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. "Alleghany County, its officers, agents, and employees" must be named as additional insured on a primary basis and so endorsed on the policy.

Such additional insured status must be primary without participation by the County's insurers.

Each required insurance policy shall provide at least 30 days' written notice of cancellation to Alleghany County.

If the liability insurance is issued on a "claims made" basis, you must either:

23.1. Agree to provide certificates of insurance evidencing the General Liability coverage for a period of two (2) years after final payment for the Contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's work under this Contract, or

23.2. Purchase the extended reporting period endorsement for the policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement.

24. Minimum Insurance Required:

24.1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, including the employer.

24.2. Employer's Liability:

Each Accident:	\$100,000
Disease, Each Employee:	\$100,000
Disease, Policy Limit:	\$500,000

24.3. Commercial General Liability:

General Aggregate:	\$2,000,000
Each Occurrence:	\$1,000,000

Commercial General Liability must include bodily injury and property damage, personal injury, advertising injury, products and completed operations coverage. General Aggregate limit must apply separately to the project. The insurance coverage must be primary and non-contributory.

24.4. Automobile Liability: Combined single limit of \$1,000,000

24.5. Umbrella Liability: \$2,000,000 per occurrence.

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized themselves with the information contained in this entire Request for Proposal, submits the attached Proposal, which I certify to be true and correct to the best of my knowledge.

_____ Authorized Signature

_____ Date

_____ Title

_____ Company

_____ Address

_____ Telephone

NON-COLLUSION STATEMENT

My signature certifies that neither my proposal to perform the obligations of this agreement nor the manner and methods of my performance is the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line business or commerce, or any act of fraud punishable under the Virginia Conflict of Interests Act, section 2.2-3100 et seq. of the Code of Virginia, 1950, as amended, the provisions of the Virginia Public Procurement Act on Ethics in Public Contracting, sections 2.2-4367 et seq. of the Code of Virginia, 1950, as amended the Virginia Governmental Frauds Act, sections 18.2-498.1 et seq. of the Code of Virginia, 1950, as amended. Furthermore, I understand that violations of these statutes are crimes, and can result in fines, prison sentences, and civil damage awards.

I hereby certify that I am authorized to sign, personally or as a Representative for the Firm:

Name of Firm or Individual: _____

Address: _____

Signature Date

Printed Name and Title

Telephone: _____ Fax: _____

FEI/FIN No. _____ Email: _____

ATTACHMENT A
HISTORICAL WASTE FLOWS DATA

Waste Management - Report amount by weight or volume

Unit of Measure: TON

On-Site Management of Waste

Waste Type	Total Waste Received	Mined Materials	On-Site Management of Waste						Sent Off-Site to be:		Stored On-Site	Beginning of Reporting Period
			Landfilled	Recycled	Composted	Incinerated	Mulched	Other	Recycled	Treated, Stored, Disposed		
Municipal Solid Waste	11,640.6 +4.41%										11,640.6 +4.41%	
Construction/Demolition/Debris	2,602.8 +1.36%										2,602.8 +1.36%	
① Industrial Waste	799.13 -19.05%										799.13 -19.05%	
Regulated Medical Waste												
① Vegetative/Yard Waste	2,297.65 -13.04%							2,297.65 -13.04%				
Incineration Ash												
Sludge												
① Tires	261.97 +4%									261.88 +3.97%		
White Goods	285.71 -2.26%									285.71 -2.26%		
Friable Asbestos												
Petroleum Contaminated Soil												
Other Waste												
Total	17,887.86							2,297.65		547.59	15,042.53	

