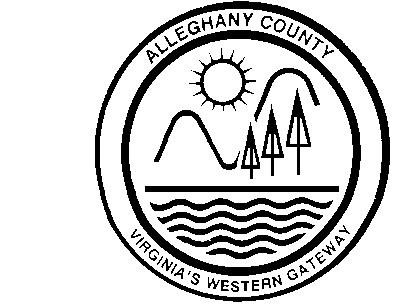
**ALLEGHANY COUNTY**

**SOLID WASTE HAULING**

**REQUEST FOR PROPOSALS**



Prepared by:

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Director of Public Works

Tim Kimberlin

Transfer Station Superintendent

September 2021

COUNTY OF ALLEGHANY, VIRGINIA

SOLID WASTE HAULING

REQUEST FOR PROPOSALS

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| RFP No: | ISSUE DATE: September 11, 2021 |
| TITLE: Solid Waste Hauling |  |
| ISSUED BY: Alleghany County, Virginia  9212 Winterberry Avenue  Covington, Virginia 24426 | |
| CLOSING DATE: October 7, 2021 2:00 p.m. local time. Bids must be firm for 60 days from opening. | |
| CLARIFICATIONS AND ADDENDA:  All questions regarding this RFP must be received not later than September 22, 2021, at 5pm local time.  All addenda and clarifications will be posted not later than September 23, 2021, at 5 pm local time on the Alleghany County, VA website. | |

1. **Description and Background**

The County of Alleghany, Virginia, is seeking proposals for the haulage of solid waste received at the Island Ford Transfer Station.

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 that receives solid waste on a tipping floor for reloading into open top 120 cubic yard containers 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. The County must provide a means to transport solid wastes from the transfer station to an out-of-County landfill. Currently, the County has a contract with Maplewood Landfill in Amelia County, Virginia to dispose of its non-hazardous solid waste. Information on this landfill and the County’s alternate landfill (Charles City Landfill in Charles City County, VA) is in **Attachment A**.

The waste managed at the transfer station includes:

1. Alleghany County. 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 B** for more information.

The County also owns and operates the Low Moor Wastewater Treatment Plant which is located approximately on mile off of I-64, Exit 21 on Karnes Road, and the Lower Jackson River Regional Waste Water Treatment Plant, located on Fork Farm Road in Iron Gate, VA. Two tarped 20-yard roll-off containers will need to be provided at each of the treatment plants, with one container a month on average from each plant hauled to the Maplewood Landfill in Amelia County.

1. **Transfer Station Operation**

The operation of the transfer station requires that:

1. No solid waste will remain on the tipping floor at the end of the working day. All waste received will either be shipped off site or stored in covered trailers or roll-off containers outside the building.
2. Operating Plan Elements:
3. Waste handling procedure: Incoming loads are inspected, and individuals are directed to dump or otherwise unload on a designated area of the tipping floor. Unacceptable materials are rejected. Use of the tipping floor is limited to commercial haulers, business owners who have their own trucks, and citizens with an unusual waste situation where curb side pickup is not appropriate.
4. Waste delivery: The transfer station takes in approximately 60 tons of waste per day on average. This equates to between three and six outgoing trips per day.

Wastewater and liquid collection: The transfer building is equipped with drains, but water use for washdown is limited due to low volume high pressure washers. Washdown water is collected in a separate holding tank for hauling to the County’s publicly owned wastewater treatment facility in Low Moor. Liquids are banned from the facility and small liquid amounts in the waste are mostly absorbed by the waste itself, or an absorbent (i.e., Speedy Dry) is applied so that it can be swept into the waste for disposal. The waste received into the transfer station generates no leachate or wastewater as any liquids in the incoming waste will be absorbed by waste paper and cardboard.

1. Vector and odor control: Waste is kept moving from truck to tip floor to trailer and out to the disposal facility; this rapid process minimizes vector and odors. No solid waste remains on the tipping floor overnight.
2. Recovered material: The County markets some recyclables, but as market conditions change, the County may treat some as solid waste or recyclable depending on price. Some recyclables such as cardboard, metal, etc., are removed by hand from the tipping floor, when feasible.
3. Extreme weather conditions: During periods of flooding and snow emergencies, the transfer station may close. In the event of predicted severe flooding, waste and recyclable contains shall be moved and secured above elevation 1162 (500-year flood) prior to anticipated flood conditions. Floods which exceed the 100-year recurrence interval my flood the lower building level and portions of the entrance road.
4. The contingency plan for disposal, if the Maplewood Landfill in Amelia County, Virginia is unavailable for some reason, is to direct the solid waste hauler to drive directly to the Charles City Landfill in Charles City County, Virginia. The Charles City County Landfill has been negotiated as an alternate site for the County to dispose of its solid waste.
5. The County will not accept any hazardous waste at the facility.
6. The current operating hours are:

Monday through Friday 9:00 a.m. to 5:00 p.m.

Saturday 8:00 a.m. to noon

Sunday CLOSED

Holidays 9:00 a.m. to 1:00 p.m.

1. **Low Moor & Lower Jackson Wastewater Treatment Plants Sludge**

Alleghany County, on average, will need one 20-yard roll-off container per month at the Low Moor and Lower Jackson Wastewater Treatment Plants for sludge. The roll-off must be transported from the wastewater treatment plant to the Maplewood Landfill in Amelia County. Hauler will need to provide two tarped, 20-yard roll-off containers.

1. **Qualifications & Operations**

Alleghany County requests qualified contractors to submit a proposal which offers, at a minimum, a program to transport solid waste from the Transfer Station and sludge from the Low Moor and Lower Jackson Wastewater Treatment Plants to the Maplewood Landfill in Amelia County. The estimated tonnage is at least 60 tons per day (TPD) based upon amounts historically hauled in the past. This tonnage is presented for contractors to use to project costs to the County for comparison purposes. However, the County does not warrant any minimum or maximum tonnage to be delivered. The operation of the Transfer Station has been summarized above for reference. The County will provide and operate equipment to load transfer trucks.

The County will provide all weather access to the site.

The County requires the following:

1. The contractor shall have seven VDOT approved trucks a day dedicated for use in hauling the County’s solid waste and the capability to haul a tarped, 20-yard roll-off container up to three times per month, and per month on demand, containing sludge from the wastewater treatment plants.
2. The contractor shall have seven open top 120 CY VDOT-approved trailers with easy-roll tarps. Trailers shall not leak liquid onto roadway or during loading. The physical limitations of the Transfer Station building limit the transfer trailer to a maximum height of 13’4” and a total length of 48’.
3. The contractor must be able to pull seven loads per day (Monday through Friday) and have the staffing ability to pull all seven trailers at the same time. In addition, contractor must have the ability leave an empty, untarped trailer each time a load is taken off-site, resulting in a possible total of fourteen trailers per day assigned to the Transfer Station.
4. The contractor shall keep records of all waste hauled to the disposal facility and provide monthly and annual summaries to the County as part of, or in addition to, billing information.
5. All methods, equipment, and procedures shall comply with all applicable local, State, and Federal regulations.
6. Continuous operability must be maintained to prevent inconvenience to the County. The permit for the Transfer Station requires that no solid waste 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.
7. **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.

1. **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 24424 by 2:00 p.m. on October 7, 2021. Please send to the attention of Timmy Kimberlin. Clearly mark on the outside of the envelope your company’s name and label with the RFP number and “Alleghany County Solid Waste Hauling Services.”

1. **Additional Information**
2. 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.
3. The Contractor must be willing and able to become responsible for disposal off the County’s solid waste on or before December 1, 2021.
4. 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.
5. **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:
   1. Current cost.
   2. Long-term cost.
   3. Any other associated costs for additional services which may be available.
3. Financial condition of contractor:
   1. Evidence of ability to perform as revealed by current or certified financial statement.
   2. Ability to insure operation.
4. Desirability of proposed scope of work and operations plan:
   1. Thoroughness of management, response plan, and operation of disposal facility.
   2. 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. During the performance of this contract, the you agree as follows:
     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.
     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.
     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.
     4. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation are sufficient for the purpose of meeting these requirements.
  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.

1. **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.
2. **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.
3. **Assignment of Contract:** You may not assign this contract, in whole or in part, without the written consent of Alleghany County.
4. **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.
5. **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.
6. **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. 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:
      1. By mutual agreement between the parties in writing; or
      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 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
      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 wo;; 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.
7. **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 award 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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **Payment:**
    1. **To Prime Contractor:**
       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).
       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.
       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.
       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.
       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 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).
    2. **To Subcontractors:**
       1. You must:
          1. Pay any subcontractor(s) or subvendor(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 subvendor(s) under the contract; or
          2. Notify Alleghany County and the subcontractor(s), in writing, of your intention to withhold payment and the reason.
       2. You must pay the subcontractor(s) or subvendor(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.
15. **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.
16. **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 the 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.
17. **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.
18. **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.
19. **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.
20. **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 clearly and specifically identify the product 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 indicates 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.
21. **Termination:**
    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.
    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.
    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 agrees 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.
22. **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:

* 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
  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.

1. **Minimum Insurance Required:**
   1. Workers’ Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, including the employer.
   2. Employer's Liability:

Each Accident: $100,000

Disease, Each Employee: $100,000

Disease, Policy Limit: $500,000

* 1. 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.

* 1. Automobile Liability: Combined single limit of $1,000,000
  2. 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

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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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FEI/FIN No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT A**

**Maplewood (Amelia) Landfill**

**Management Facility (Disposal)**

20221 Maplewood Rd.  
Jetersville, VA 23083

1-800-963-4776

<https://www.wmsolutions.com/locations/details/id/233>

Commonwealth of Virginia Department of Waste Management Solid Waste Management Facility Permit: 540

|  |  |  |
| --- | --- | --- |
| **Hours and Closures** | | |
| **Monday** | 7:00 a.m. | 4:00 p.m. |
| **Tuesday** | 7:00 a.m. | 4:00 p.m. |
| **Wednesday** | 7:00 a.m. | 4:00 p.m. |
| **Thursday** | 7:00 a.m. | 4:00 p.m. |
| **Friday** | 7:00 a.m. | 4:00 p.m. |
| **Saturday** | Closed | |
| **Sunday** | Closed | |

|  |  |
| --- | --- |
| **Holiday Hours** | |
| **New Years (January 1)** | Closed |
| **Presidents Day (Third Monday in February)** | Open |
| **Good Friday (The Friday immediately preceding Easter Sunday)** | Open |
| **Memorial Day (Last Monday in May)** | Closed |
| **King Kamehameha Day (June 11)** | Open |
| **Independence Day (July 4)** | Closed |
| **Labor Day (First Monday in September)** | Closed |
| **Veterans Day (November 11)** | Open |
| **Thanksgiving Day (Fourth Thursday in November)** | Closed |
| **Christmas Eve (December 24)** | Open |
| **Christmas Day (December 25)** | Closed |
| **New Years Eve (December 31)** | Open |

**ATTACHMENT A (cont.)**

**Charles City Landfill (Alternate)**

**Management Facility (Disposal)**

8000 Chambers Rd.  
Charles City, VA 23030

1-800-963-4776

<https://www.wmsolutions.com/locations/details/id/234>

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| **Hours and Closures** | | |
| **Monday** | 6:30 a.m. | 4:00 p.m. |
| **Tuesday** | 6:30 a.m. | 4:00 p.m. |
| **Wednesday** | 6:30 a.m. | 4:00 p.m. |
| **Thursday** | 6:30 a.m. | 4:00 p.m. |
| **Friday** | 6:30 a.m. | 4:00 p.m. |
| **Saturday** | Closed | |
| **Sunday** | Closed | |

|  |  |
| --- | --- |
| **Holiday Hours** | |
| **New Years (January 1)** | Closed |
| **Presidents Day (Third Monday in February)** | Open |
| **Good Friday (The Friday immediately preceding Easter Sunday)** | Open |
| **Memorial Day (Last Monday in May)** | Closed |
| **King Kamehameha Day (June 11)** | Open |
| **Independence Day (July 4)** | Closed |
| **Labor Day (First Monday in September)** | Closed |
| **Veterans Day (November 11)** | Open |
| **Thanksgiving Day (Fourth Thursday in November)** | Closed |
| **Christmas Eve (December 24)** | Open |
| **Christmas Day (December 25)** | Closed |
| **New Years Eve (December 31)** | Open |

**ATTACHMENT B**

HISTORICAL WASTE FLOWS DATA