



REQUEST FOR PROPOSALS

2009-5669-0805

OFFICE OF THE PURCHASING DIRECTOR
2400 Washington Avenue
Newport News, VA 23607

Phone: (757) 926-8721/ Fax: (757) 926-8038
www.nngov.com/purchasing

April 8, 2009

COLLECTION AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE AND ELECTRONICS

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the following described products.

Scope of Work: Provide Collection and Disposal of Household Hazardous Waste and Electronics as described herein.

Proposal Due: April 24, 2009 at the Close of Business

Contracting Officer: _____

Jerry Stokes, Buyer, jstokes@nngov.com 757-926-8033

AN ORIGINAL AND THREE (3) COPIES OF YOUR SUBMITTAL IS REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the services requested and certifies he has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

This public body does not discriminate against faith-based organizations

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed. Signature must be original, not photocopied)

Conditions and Instructions

RFP Rev. 09-09-08

1. All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto that will be made a part of the proposal. All proposals must be submitted in a sealed envelope plainly marked using RFP number, date and time.
2. It will be the responsibility of the offeror to see that his proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, electronic, fax and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of default by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. The offeror guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.
8. All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
9. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This

provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.

10. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract.
11. **Non-Discrimination:** During the performance of this contract, the successful bidder agrees as follows:
 - a. He will not discriminate against any employees or applicants 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 one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations 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 non-discrimination clause.
 - b. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs, (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

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 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.

This public body does not discriminate against faith-based organizations

For the purposes of this subsection, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract

12. Direct contact with City Department, other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the contracting officer.
13. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City of Newport News.
14. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation 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 applicable federal, state and local laws and regulations. These Conditions and Instructions shall be applicable to the extent that they are non-contradictory to the proposal terms and/or instructions on the following pages. **The contractor certifies that he does not and shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.**

Every business must register with the Virginia State Corporation Commission before transacting business in Virginia.

15. If City Hall is closed for business at the time scheduled for the proposal opening, sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
16. If you have obtained this solicitation from our web page or from a source other than directly from the City of Newport News, it is the offeror’s responsibility to check with our office prior to submitting your offer to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested offeror has obtained any outstanding addenda

The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your bid/proposal.

17. **Contractor's License** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor

who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500.00) or more, but less than seventy thousand dollars (\$70,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars shall show evidence of being licensed as a **Class C Contractor**.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The offeror shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

18. Cancellation: The City may cancel the contract at its convenience, without penalty, at any time by giving thirty (30) days written notice or may cancel the contract immediately for violations of safety or rules of ethics. The City may cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City. If the contract is an extended term contract, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.

City of Newport News

Household Hazardous and Electronic Waste Disposal Specifications

PURPOSE

To provide collection and disposal of household hazardous and electronics waste and perform other related services to the residents of the City of Newport News. The City is considering several approaches, and therefore reserves the right to reject all proposals if in the City's sole judgment that it is in the City's interest to do so. The City has the option to split the award for collection and disposal of household hazardous waste (HHW) and electronics waste between two or more vendors.

BACKGROUND

The City of Newport News is a municipal government with a population of approximately 182,000 residents with 75,000 housing units to include single-family homes, multi-family, town homes, condos, and mobile home units. The City has been providing a quarterly HHW collection service to residents since 1998. The City has also provided electronics collection biannually from 2001 – 2003, and in conjunction with the HHW quarterly collections since 2003. Separate contractors currently handle the collection of HHW and electronics waste.

ADMINISTRATION

The Director of Public Works shall be responsible for the administration of the awarded contract. Communications concerning its performance by the Contractor should be directed to him or his designated representative.

DESCRIPTION OF THE PROJECT

- A. The City of Newport News is soliciting proposals from qualified contractors to provide HHW and electronics (hereafter referred to as "waste") collection and disposal services for an existing HHW and electronics collection program at Gildersleeve Middle School located at 1 Minton Drive. Collections will be held quarterly from March through November from 9 a.m. to 12 p.m. on the fourth Saturday of March, June, September, and the third Saturday in November to avoid conflict with the Thanksgiving holiday weekend. Unforeseen circumstances may warrant the need for the City to change dates and places for events. It is desired that June 2009 be the first event for the Contractor to collect waste under this contract.
- B. The Contractor shall be responsible for complete turnkey service including staffing and operation of the site during the operating hours. The Contractor shall be responsible for receiving and packaging of waste, waste disposal, staff training, and program maintenance necessary to operate the collection sites. The Contractor shall be responsible for the final classification, packaging, transportation, and disposal of all received waste on an as needed basis. The Contractor shall be responsible for all litter and debris cleanup (generated by collection activities) after the collection.

- C. Waste collected by the contractor shall be primarily recycled or treated, and incinerated or, only as a last option, landfilled. The Contractor must agree to act as the generator and is responsible for keeping accurate records of the type and amount of waste shipped and for completing all pertinent legal documentation, including, but not limited to, the Uniform Manifest and Department of Transportation (DOT) shipping papers. Copies of these records shall be provided to the City. Contractor invoice shall identify which site waste was shipped from and shipment numbers and dates.
- D. Contractor shall be experienced with waste management programs and operate a licensed Transfer Storage Disposal (TSD) facility for hazardous waste.

TASKS TO BE PERFORMED

A. Equipping Collection Sites

The Contractor shall provide all storage drums, overpack drums, bottles, and other required containers, absorbent/packing materials, hazard class labels, and safety equipment/gear, such as respirator cartridges, gloves, tyvek suits, testing kits, and other supplies necessary to properly collect and package the waste.

Each collection site shall be ready to start receiving residents no later than 8 a.m. of the collection day with adequate numbers of trained staff, and required equipment (e.g. forklift, tables, storage boxes, etc.)

B. Screening and Receiving of Waste

1. Only waste from private residences shall be accepted; commercial and other non-residential waste shall not be accepted (unless permitted and/or directed by the Department of Public Works).
2. The Contractor shall collect waste in a safe, environmentally sound manner. The Contractor shall perform initial waste identification, storage, and packaging. The Contractor shall fill 55-gallon drums, or a City-approved substitute, with paint-related materials, waste fuels, and solvents, and other non-regulated liquids.
3. The Contractor may also lab-pack or prepare for shipment other waste collected through the program.
4. The Contractor shall perform the packaging of the waste collected in accordance with Contractors requirements, transporter requirements, and disposal requirements and in accordance with all federal, state, and local regulations.
5. City of Newport News shall be responsible for disposal of all non-regulated, non-hazardous wastes not considered to be a household hazardous waste.

C. Waste Identification/Packaging

The Contractor shall perform initial waste identification, packaging and fill 55-gallon drums, (or a City-approved substitute) with paint-related materials, waste fuels, and solvents, and waste antifreeze and other non-regulated liquids. The Contractor shall “loose pack” and prepare for shipment the other waste collected through this program and make final identification of material for documentation and segregate according to hazard class, bulking or packaging in containers approved by state and federal regulations for final disposal. Each container shall be manifested, labeled, and coded in accordance with all pertinent state and federal regulations.

D. Temporary Storage

The Contractor shall prepare container content sheets as each container is packed and assign individual container numbers.

E. Transportation and Disposal

Hazardous wastes shall be transported off-site on the same day of the event in vehicles permitted for such transportation, according to state and federal regulations. Waste must be recycled, treated, incinerated, or landfilled at licensed sites in good standing with government regulating agencies. Waste may not be repackaged with waste other than City of Newport News waste.

F. Training

1. Contractor Personnel

The Contractor’s staff shall be certified by OSHA in waste profile familiarization, drum preparation, transportation requirements, disposal facility requirements, and other relevant information needed to package and ship household hazardous waste. The Contractor shall provide certification that attending employees have successfully completed the training.

The Contractor shall notify the City in writing of any changes in staffing and/or on-site manager for collections. Sites will be staffed with an appropriate number of trained personnel based on volumes of residents that attend each event historically. Contractor will contact the City at least five (5) business days prior to each event to coordinate any changes (if any) that may impact smooth collection operations.

2. Newport News City Staff

Upon request of the City, the Contractor must provide a training program for up to five Newport News employees on the Contractor's requirements and waste handling methods. The Newport News employee(s) will provide oversight at collection events.

G. Documentation and Reporting

The Contractor shall complete all manifest and shipping papers and shall provide such completed records to Newport News once receipt at a disposal facility is complete. The Waste Manifest shall include a statement that the waste is derived solely from households and is excluded from regulation as a hazardous waste under state and federal regulations. The Waste Manifest shall be for tracking purposes only. The Contractor shall provide documentation attesting that the waste has been properly disposed within 30 days of disposal. Manifest will specify where and how was disposed of. Manifest will also specify the total tonnage of each material collected (e.g. 15 tons paint, 5 tons monitors, 10 tons Central Processing Units, etc).

H. Property Damage

Any property damage resulting from the Contractor's operation shall be corrected by the Contractor within five (5) business days. The Contractor shall submit in writing what has been done to remedy the situation.

I. Litter

The Contractor shall be responsible to ensure the collection area is free of litter and any debris associated with the collection event. The Contractor shall employ the necessary equipment and materials that will eliminate the spillage and scattering of material during the collection. Any HHW spills are the responsibility of the Contractor.

J. Educational/Promotional Materials

The City shall be responsible for the creation and distribution of educational and promotional materials.

TERM OF CONTRACT

The contract period shall be from **date of award through June 30, 2011**, with options to **renew**, at the City's discretion, for three **(3) additional years** in one (1) year increments. Written notice of intent to renew shall not be required. Issuance of a purchase order shall constitute exercise of the renewal option.

PAYMENT METHOD

The Contractor shall mail the City of Newport News an invoice for services rendered within ten days following the end of the preceding month. The Contractor's invoice shall indicate:

1. Quantity and tonnage of materials removed from the location. Unit prices shall be in accordance with the offer sheet.
2. If not already received, all documentation as noted in Section (G) shall be submitted with the invoice to be considered complete.

PROPOSAL INSTRUCTIONS

Technical Proposal

Offerors are to make written proposals, which present the offeror's qualifications and understanding of the Tasks to be performed. Offerors shall address each evaluating criterion and to be specific in presenting their qualifications. The offeror's proposal shall provide all information that it considers pertinent to its qualifications for this project.

A. Statement of Understanding and Technical Approach, to include:

1. Offeror's proposed work plan for the execution of each of the listed Tasks to be performed. Identify any conflicts Contractor may have with these tasks or any unable to be performed.
2. Safety considerations and precautions, and spill contingency plans.
3. Outline of how waste shall be transported, where to be taken (TSD, etc.) and the method of final disposal. This will be examined closely for disposition of electronic components.
4. Delineation of any waste offeror is unable to accept/dispose.
5. Description of procedures to be used to handle unidentified waste.
6. Description of equipment, materials and supplies, if any, to be provided by Newport News and estimated cost.
7. Description of training to be provided to Contractor's personnel.
8. Description of training to be provided to Newport News personnel.
9. Offeror may comment on any aspect of the Request for Proposal (RFP), including suggestions on possible alternative approaches to the Tasks to be performed.

B. Statement of Qualifications must include a description of organizational and staff experience:

1. Organizational and Staff Experience

Offeror must describe their qualifications and experience to perform the work described in the RFP. Information about experience should include direct experience in waste management.

Description of key managerial and operations personnel.

2. References

Special notation shall be made of similar or related programs performed and must include organization names, addresses, e-mails, names of contact persons, and telephone numbers for such references.

3. Personnel

Offeror shall provide a designated, "hands on" person to oversee the project in order to maintain accurate paperwork, management of waste and program continuity. Full-time and part-time staff, proposed contractors and subcontractors who will be assigned direct work on this project shall be identified. The technical areas, character, and extent of participation by any contractor or subcontractor activity must be indicated and the anticipated parties identified.

A. Additional personnel, if any, who shall be required for full-time employment or on a subcontract basis, must be identified. The technical areas, character, and extent of subcontract or consultant activity must be indicated.

B. All subcontractors to be used for this project must be identified in the proposal. Use of subcontractors other than those approved in the agreement shall be only with the prior approval of City of Newport News. Subcontractors shall meet the requirements imposed on the contractor.

4. Licenses and Documentation

Name, location and pertinent State and Federal license/permit information of the offeror, and owned/utilized disposal facility (ies) shall be provided. Identify all waste management sites to be utilized and the type(s) of waste handled at each facility. The offeror must provide Newport News with safety record and a listing of all warning notifications, violations and/or citations, with details explaining each received from pertinent state, local and/or federal agencies for the past

three years. This information shall be provided for the offeror, hauler, storage facilities, and disposal facilities. The selected contractor shall be required to notify Newport News in writing within 10 days if any transportation, storage, disposal or treatment facilities used by the contractor receives a citation or notice of violation from a governmental regulating agency indicating the facility is in breach of an environmental regulation.

5. Complaints - Complaints from participants at collection events shall be referred to the City staff person on site for resolution. City staff will consult with on-site supervisor and/or other pertinent management personnel for resolution.
6. **Plan to Utilize Small, Minority, and Women Businesses - SBE, MBE, and WBE (small business utilization):** Provide a statement of how your firm intends to utilize minority and female applicants during the course of this contract. Although no specific goals are set by the City of Newport News, participation of such enterprises is encouraged.

COST PROPOSAL

- A. The offeror must complete and submit the Offer Sheet provided in this package along with the other required documents to be considered for acceptance.
- B. When preparing the cost proposal, the offeror should understand the level of service Newport News expects from the awarded Contractor. Typically the Contractor will be required to provide and staff one waste collection event per quarter March through November. Locations shall be identified by the City and provided to the Contractor.

Offer Sheet

A. Collection and Disposal

Offeror shall use the enclosed Offer Sheet to provide pricing for supplies and services required under this contract. All costs associated with administering the contract and providing the required materials and services to legally collect, remove, and dispose of the waste listed on the Offer Sheet must be clearly stated on the enclosed Offer Sheet.

Prices for disposal shall also include transportation costs of removing the waste unless it is otherwise specified on the offer sheet. Additionally, the method used to dispose of each listed waste stream should be entered on the Offer Sheet.

Typical waste streams that shall be collected, removed, and disposed of by the successful offeror are listed on the enclosed Offer Sheet. Offerors must list their prices for the disposal of these wastes on a per 55-gallon drum basis.

B. Transportation

If the offeror's disposal costs include transportation of personnel and waste, mark that line on the Offer Sheet, "no additional charges". If Newport News is to be billed separately for transportation charges, then the offeror must fully explain the transportation charges.

C. Waste Profile Fees

List and explain all waste profile approval fees required to dispose of the waste streams indicated in this cost proposal. If no profile fees are to be charged, mark this line item "no additional charges".

D. Training

List and identify all cost required to train Newport News personnel under Tasks to be performed. If there are no charges for training Newport News personnel, mark this line item "no additional charges".

E. Other Charges

List and explain any other miscellaneous charges, surcharges, fees or any per diem charges required to collect, package, transport or dispose of the waste as Newport News requires.

EVALUATION CRITERIA

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City. The proposal will be evaluated on the following criteria:

- A. Qualification of the offeror to perform the services based on prior experience with HHW and electronics handling and disposal. Environmental record of the offeror and proposed storage and disposal sites will also be considered.
- B. Qualification of the offeror to perform the services based on qualification of personnel selected to perform same and overall level of effort.
- C. Proposal responsiveness to **Section VI**, "Tasks to be performed"
- D. Details of the approach and methodology.
- E. Work plan, project organization and management.

- F. Cost as submitted in the cost proposal.
- G. Safety and spill contingency plans.
- H. Recordkeeping and documentation.
- I. Minimization of Newport News liability.
 - 1. Acceptance of generator status or other acceptable plan.
 - 2. Proper insurance coverage

The awardee of this contract is considered the prime and routine service contractor for the HHW and electronics collection program.

EVALUATION PROCEDURES

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the "Contracting for other than professional services" method of selection outlined in the Code of Newport News, Virginia Section 2-570-2.

AWARD

Proposals will be evaluated and award shall be made in accordance with Code of Newport News Virginia Sections 2-569 through 2-570.2.

Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration price and the evaluation factors set forth in the request for proposal. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

City of Newport News reserves the right to make multiple awards to qualified firms as a result of this request for proposals. The award will be made to the most responsible offeror or offerors meeting the requirements of the solicitation. The City reserves the right to reject any and all proposals in whole or in part, and to waive any informality if it is determined to be in the best interest of the City.

Upon making an award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of award may also appear on the Purchasing Website: www.nngov.com/purchasing

QUESTIONS

Questions regarding this RFP, should be directed to the Department of Purchasing, Jerry Stokes by email: jstokes@nngov.com or facsimile (757) 926-8038, *not less than five (5) business days* prior to the proposal due date. All questions must be submitted in writing; telephonic inquiries will not be considered.

DIRECT CONTACT

Direct contact with any City employee, including the City's Department of Vehicle and Equipment Services, without the expressed permission of the Director of Purchasing or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.

DEBRIEFING

The City Code requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the purchasing department for public review. Request a review time during normal business hours, 8 – 5, Mon-Fri

NEWPORT NEWS HOUSEHOLD HAZARDOUS WASTE AND ELECTRONICS COLLECTION PROGRAM

OFFER SHEET

Company

Name_____

Contact

Name_____

Street Address

City, State, Zip Code

Phone, Fax, E-Mail_____

Prices offered for the collection/disposal of household hazardous wastes should include the cost of providing the empty shipping containers (drums), absorbents, labels, and anything else required to collect, remove and dispose of the household hazardous wastes collected. Prices for disposal should also include transportation costs of removing the waste unless it is otherwise specified on the offer sheet.

COLLECTION/DISPOSAL OF BULKED LIQUIDS AND MISCELLANEOUS HHW (IN 55 GALLON DRUMS)

<u>Types of Waste</u>	<u>Disposal cost per drum</u> (or pallet, gaylord box,etc)	<u>Method of disposal</u>
Paint related materials (flammable liquids)	_____	_____
Waste fuels & solvents (flammable liquids)	_____	_____
Waste antifreeze, oils and oily water (non-regulated liquids)	_____	_____
Liquid pesticides	_____	_____
Solid pesticides, including fertilizers and herbicides	_____	_____

Inorganic acids	_____	_____
Oxidizers (Pool chlorine)	_____	_____
Alkaline liquids	_____	_____
Alkaline solids	_____	_____
Lead acid batteries	_____	_____
Alkaline batteries	_____	_____
NiCad batteries	_____	_____
Flares (regular)	_____	_____
Boat (marine) flares	_____	_____
Mercury	_____	_____

Be advised that special consideration will be given to offerors that have a permanent, licensed facility in the Hampton Roads area for Newport News residents to take household chemicals and/or electronics to between collection dates.

If your facility can provide this service, please list cost/car, or a monthly fee for total quantity of waste from Newport News residents. Payment arrangements will be made between the City and the Contractor for this service.

ELECTRONICS COLLECTION

As a minimum, the offeror must be able to accept for collection and proper disposal the following working or non-working materials:

Central Processing Units	Computer Speakers
Hard Drives	Surge Protectors
Monitors	Video Cards
Keyboards	Scanners
Printers & copiers	Computer mice
Laptop computers	Televisions, VCR's and misc. home
electronics	
Wires, power cords and printer cables	

**** So that we may promote this event accurately, please list items you CAN collect, and those items you CANNOT collect. Indicate limitations, and reasons, if the organization/company cannot accept any of these components.***

Please include the following information:

- A brief description of how the material will be processed;
- The end market(s) for the material;
- A listing of three clients (including name, contact, and phone of the contact person) for whom you have provided computer recycling services (OPTIONAL);
- Costs and revenue as described below (please complete) – if there is no cost or revenue, please put \$0 in the appropriate category.

	COST (to the City)	REVENUE (to the City)
Recycling (per unit)		
Each monitor		
Each CPU		
Each accessory		
Transportation		
Per event		
Associated equipment (i.e. pallets, forklift, Gaylord's)		
Other: please list		

Transportation

If the offeror's disposal costs include transportation of personnel and waste, then mark this line item "no additional charges". If Newport News is to be billed separately for transportation charges, then offeror must fully explain the transportation charges.

Waste Profile Fees

List and explain all waste profile approval fees required to dispose of the waste stream indicated in this cost proposal. If no profile fees are to be charged then mark this line item “no additional charges”

Training

List and explain all costs required to train Newport News personnel required under the Task to be performed. If there are no charges for training Newport News personnel, then mark this line item “no additional charges”.

Other Charges

List and explain any other miscellaneous charges, surcharges, fees or any per diem charges required to package, transport or dispose of the waste as Newport News requires.

SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

- 1) If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE ☐ **MBE** ☐ **WBE** ☐

- 2) In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$_____

Total **MBE** Dollars to be Sub-contracted \$_____

Total **WBE** Dollars to be Sub-contracted \$_____

- 3) If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

TRADE SECRETS / PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the, offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not “proprietary” or “confidential”.* They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark one:

() **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

() **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary.**

Anti-Collusion Certification

The offeror certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The offeror also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

Signed: _____

Date: _____

Name of Company: _____

INSURANCE

Insurance The contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of said insurance prior to commencement of services. Separate forms which name the City as additional insured and as alternate employer must be included with the Certificate of Insurance.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf for the City. Evidence of coverage needs to be provided prior to commencement of work.

Sample forms CG 20-10 (naming the City as additional insured for liability claims) and WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims, pursuant to Section 65.2-302(A) of the Code of Virginia, 1950, as amended); and the Commonwealth's form for Worker's Compensation Certificate of Coverage are attached.

Contractor shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the City to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

<u>TYPE INSURANCE COVERAGE</u>		<u>LIMITS</u>
1.	Worker's Compensation Employer's Liability	Statutory \$100,000.00
2.	Comprehensive General Liability with XCU & Contractual included	\$1,000,000.00 each \$1,000,000.00 each Occurrence
3.	Property Damage Liability Occurrence	\$100,000.00 each

INS-1

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organizations:

**City of Newport News
Purchasing Department
2400 Washington Ave
Newport News, VA 23607**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for this insured.

CG 20 10 10 93

INS-2

Commercial Coverage**Alternate Employer Endorsement****WC 00 03 01****Policy Amendment**

If the following information is not complete, refer to the appropriate information page attached to the policy.

INSURED	POLICY NO.	SEQ. NO.
PRODUCER	EFFECTIVE DATE	

Alternate Employer Address

Schedule

State of Special or Temporary Employment

**City of Newport News
c/o Purchasing Department
2400 Washington Avenue
Newport News, Virginia**

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance), we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the person entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employers duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premiums will be charged for your employees while in the course of special or temporary employment by the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

INS-3

**WORKER'S COMPENSATION
CERTIFICATE OF COVERAGE**

Section 11-46.3, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia departments, institutions or agencies. This same requirement applies for work being performed on behalf of local governments.

Evidence of coverage needs to be provided prior to commencement of work.

This form is to be returned to the organization contracting the work.

The undersigned organization stipulates that it either:

A. Has worker's compensation insurance _____ Yes

Insurance Company: _____

Policy Expiration Date: _____

B. Is self-insured for workers' compensation _____ Yes

Title of Service Contract:

Contract Number: _____

Signed By: _____

Title: _____

Firm Name: _____

Address: _____

INS-4

BID BOND

KNOW ALL MEN BY THESE PRESENT: That we, the undersigned

_____ as Principal, and _____

as Surety, acknowledge ourselves held and firmly bound unto the City of Newport News, Virginia, in the just and full sum of (5%) percent of the maximum amount of accompanying bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the Principal has submitted a bid, dated _____, _____,
for

(project name)

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

BB-1

IN WITNESS WHEREOF, the parties hereto have caused their corporation names and seals, respectively, to be hereunto subscribed and affixed by their officers in that behalf duly authorized this _____ day of _____.

CONTRACTOR

BY _____
Signature of Authorized
Owner, Partner or Officer

SURETY

BY _____
Attorney In Fact

Attach Original Power of Attorney

BB-2

Bond # _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned _____
_____, as Principal,
and _____, as
Surety, acknowledge ourselves held and firmly bound unto the City of Newport News, Virginia as
Obligee, in the amount of _____
_____ dollars, (_____) for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

WHEREAS, the said _____
did, on the _____ day of _____, 20____, enter into a contract with the
City of Newport News, Virginia for the _____

(project name)

which said contract is by reference made a part hereof, is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all
respects promptly and faithfully comply with and fulfill all the terms and conditions of said
contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any change, alteration or addition to the terms of the
Contract or extension of time made by the Owner.

Whenever principal shall be, and declared by Obligee to be in default under the Contract, the Surety

may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Obligee elects, upon determination by the Obligee and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Obligee to principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to principal.

It is hereby expressly further understood and agreed that this Bond is also given and made against defective material and workmanship in the said work covered by the said Contract, provided, however, that no suit, action or proceeding, by reason of any defect whatever, shall be brought upon this Bond after one (1) year following the date of final acceptance of the completed project by the Owner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of Obligee.

SIGNED AND SEALED this _____ day of _____, 20_____.

CONTRACTOR

BY _____
Signature of Authorized
Owner, Partner or Officer

SURETY

BY _____
Attorney In Fact

Attach Original Power of Attorney

City Attorney Use Only	
APPROVED AS TO FORM	
_____ City Attorney	_____ Date

EXCEPTIONS:

Offeror must sign the appropriate statement below, as applicable:

() Bidder understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

() Bidder takes exception to terms, conditions, requirements, or specifications stated herein (Offeror must itemize all exceptions below, and return with this RFP):

Firm: _____

Signature: _____

Vendors should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

Payment terms if other than 2%-20 net 30 days _____