



Local Roots, Global Reach

**ISLE OF WIGHT
COUNTY, VIRGINIA**

Date: January 27, 2023

**REQUEST FOR PROPOSAL
RFP# 23-4110-0000**

**DEPARTMENT OF BUDGET AND FINANCE
17090 Monument Circle, Suite 137
Isle of Wight, VA 23397
<https://www.co.isle-of-wight.va.us/>**

**DEPARTMENT OF PUBLIC WORKS
RESIDENTIAL SOLID WASTE COLLECTION AND
DISPOSAL FRANCHISE ORDINANCE AND AGREEMENT**

Sealed bids subject to the conditions and instructions contained herein, will be received at the office of the Purchasing Agent listed below, until the time and date shown below (local prevailing time), for furnishing the services described herein.

SCOPE OF WORK: Isle of Wight County is seeking competitive bids for exclusive residential solid waste collection services in Isle of Wight County (the "County") pursuant to a franchise agreement ordinance (the "Franchise") to be adopted by the Board of Supervisors of the County.

Bid Due: February 17, 2023, 2:00 PM

Contract Officer: *Erin Wishall*
Erin Wishall, Procurement Agent, ewishall@isleofwightus.net

**** ONE COMPLETE ELECTRONIC SUBMITTAL IS REQUESTED **** In compliance with this invitation for bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within ninety (90) calendar days from the date of the opening, to furnish all of the services on which prices are quoted, at the price set opposite each item, to be performed as specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Company Name:	_____	
Address:	_____	
City / State /	_____	
Zip:	_____	
Telephone:	_____	FAX No.: _____
E-mail:	_____	
Print Name:	_____	Title: _____
Signature:	_____	Date: _____



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ATTACHMENTS:

“PROPOSED” ORDINANCE FOR EXCLUSIVE FRANCHISE AGREEMENT



1.0 PURPOSE: It is the purpose of this RFP to seeking competitive bids for exclusive residential solid waste collection services in Isle of Wight County (the "County") pursuant to a franchise agreement ordinance (the "Franchise") to be adopted by the Board of Supervisors of the County.

2.0 BACKGROUND: The County's current franchise agreement ordinance for residential solid waste collection services expires on June 30, 2023. The County's current service provider has approximately 3000 residential customers in the County. The County anticipates that the Contractor will charge customers in the Service Area (defined below) for services performed by the Contractor in accordance with a schedule of fees to be approved by the County, and that the Contractor shall pay the County a monthly administrative fee in an amount to be proposed by the Contractor but not less than \$1.00 per Residential Unit served by the Contractor. "Residential Unit" during the Initial Term is defined as a detached single-family home, single-wide mobile home or double-wide mobile home located outside an established mobile home park or a duplex home that can be serviced by a wheeled container to be provided by the Contractor. The definition of Residential Unit is expanded to include mobile homes and manufactured homes located in a mobile home park or manufactured home park. Use of Contractor's services by any Residential Unit shall be voluntary, except for certain residential subdivisions where use shall be mandatory.

3.0 STATEMENT OF NEEDS: The project scope includes weekly curbside collection of residential solid waste in a container to be supplied by the Contractor. A draft of the "Proposed" Ordinance for Exclusive Franchise Agreement is attached hereto, setting forth contract terms and conditions proposed by the County. The Franchise defines Residential Waste as waste normally generated by households, including Garbage and Rubbish, but not including white goods, yard debris or large household items such as furniture, mattresses and carpet. Services provided under the Franchise shall be once a week curbside collection of residential solid waste in the County, excluding the Town of Smithfield and the Town of Windsor. The Contractor will be required to dispose of Residential Waste at either the Isle of Wight Transfer Station located at 13191 Foursquare Road, Smithfield, VA 23430 or the Franklin Transfer Station located at 30521 General Thomas Highway, Franklin, VA 23851 (the "Disposal Sites"). The Contractor will not be responsible for any tipping or disposal fee for Residential Waste disposed of at the Disposal Sites. The County seeks an initial Franchise term from July 1, 2023, through June 30, 2028. (the "Initial Term"), with the County's option to extend services for an additional term (the "Extension Term"), provided that Disposal Site requirements may change for the Extension Term, and the definition of "Residential Unit" will be expanded during the Extension Term. Potential Contractors are also asked to include in their proposal a description of services for pickup and recycling of metal, plastic and glass containers, newspaper, paper, cardboard and/or other household items, that customers may elect to subscribe for on a voluntary basis (these recycling services may be provided other than once a week).

4.0 PROPOSAL PREPARATION: Proposals shall be limited to no more than twenty (20) pages (one-sided; appendices are not included in page count) and should include:



- A concise delineation of the firm’s capabilities, experiences and approach to the task outlined in the Statement of Needs
- Personnel to be assigned to the project and their experience and qualifications
- An organizational chart
- A list of similar projects performed by offeror
- Such other information as the offeror may deem appropriate

AN ORIGINAL AND FOUR (4) COPIES OF PROPOSAL SUBMITTAL ARE REQUIRED.

Requests for information pertaining to the RFP are to be directed to Erin Wishall, Procurement Agent, telephone number (757) 365-6283, e-mail ewishall@isleofwightus.net

5.0 EVALUATION AND AWARD CRITERIA: These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations. Individual criteria may be assigned varying weights at the County’s discretion to reflect relative importance. Offerors are required to address each evaluation criterion as listed below and to be specific in presenting their qualifications.

- Adequacy and credentials of staff
- Experience and pertinent references
- Management approach to task
- Completeness and quality of proposal
- Equipment and facilities available
- Financial strength and stability of offeror
- Proposed cost structure

The substance of proposals will carry more weight than their form or manner of presentation.

6.0 DELIVERY INSTRUCTIONS: Bids may be mailed or hand delivered to the Isle of County Department of Budget & Finance at the address posted below. Isle of Wight County will not be responsible for any bids that are not able to be delivered, for any reason, to the County by/on the closing date and time listed. Bids received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted. Bids will be received on or before the date and the hour and at the place stipulated in the Invitation to Bid as may be modified by subsequent Addenda. Late bids will NOT be accepted. Department of Budget & Finance 17090 Monument Circle, Suite 137 Isle of Wight, VA 23397.

Proposals Due: 2/17/2023 at 2:00 P.M. EST



Proposals must be received by the time and date shown above (local Verizon time), for furnishing services described herein. Any proposal received after the announced time and date of opening, whether by mail or otherwise, will not be considered and will be returned unopened.

7.0 PROPOSAL CONFERENCE: Firms who respond to this RFP may be required to make an oral presentation with participation by designated key personnel. Presentations will be held on a date to be determined once proposals are received. The County reserves the right to request clarification of information and/or additional information from one or more offerors.

8.0 GENERAL TERMS AND CONDITIONS:

8.1 *Applicable Laws:* This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Isle of Wight County. The parties are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures as provided for in Section 2.2-4366 of the Code of Virginia (1950, as amended). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

8.2 *Anti-Discrimination:* By submitting their proposals, offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 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 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. See Code of Virginia, § 2.2-4343(1)(E).

In every contract over \$10,000, the provisions in (1) and (2) below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.



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

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

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

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

The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each offeror attests that his/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this RFP.

8.4 Immigration Reform and Control Act of 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

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

8.6 Clarification of Terms: If any prospective offeror has questions about any specifications or other solicitation documents, the prospective offeror should contact the procurement officer



whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the procurement officer or his designee.

8.7 Payment:

8.7.1 [Reserved]

8.7.2 To Subcontractors:

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

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

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

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

8.8 *Precedence of Terms:* The following General Terms and Conditions shall apply in all instances: APPLICABLE LAWS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

8.9 *Qualifications of Offerors:* The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The County further reserves the right to reject any bid/proposal, if the evidence submitted by, or investigations of, such offeror fails to satisfy the County that such offeror is properly qualified to carry out the obligations of this contract and to provide the services and/or furnish the goods contemplated therein.



8.10 Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.

8.11 Changes to the Contract: Changes can be made to the contract in any of the following ways:

(a) 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.

(b) The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall 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 the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently.

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

8.13 Taxes: Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the County of Isle of Wight on materials and supplies that are installed by a contractor and become a part of real property. Contractors are exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal/bid. The County's excise tax exemption registration number is 54-6001361.



8.14 Insurance and payment/performance bond or other surety: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 *et seq.* of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. In addition, the insurer shall agree to give the County at least thirty (30) days written notice of its decision to cancel, change or fail to renew coverage.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence.
5. Pollution and Environmental Liability – In a commercially reasonable amount. Pollution and environmental liability insurance covering bodily injury and property damage arising out of the actual or threatened release of contaminants, and covering the costs of remedial action for such actual or threatened release. The County must be named as an additional insured and so endorsed on the policy.

A performance and payment bond or irrevocable letter of credit, in the amount of \$100,000, shall be required with the County as obligee, guaranteeing to the County the faithful performance of the agreement. Such bond shall be provided by a surety company authorized to transact surety business in Virginia. Forfeiture of the bond or letter of credit shall be immediate upon failure to perform any portion of the Service Agreement.



8.15 *Announcement of Award:* Upon the award or the announcement of the decision to award a contract, the Budget and Finance Department will inform in writing the County's decision to all contractor(s) who submitted proposals.

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

8.17 *Nondiscrimination of Contractors:* An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, or any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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, the public body shall 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.

8.18 *Audit:* The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

8.19 *Availability of Funds:* It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

8.20 *Contract Document:*



(a) The contract entered into by the parties shall consist of the Request for Proposal (including the General Terms and Conditions and Special Terms and Conditions); the proposal submitted by the vendor; and all modifications and addenda to the foregoing documents, and the Ordinance for Franchise Agreement, all of which shall be referred to collectively as the Contract Documents

(b) All time limits stated in the Contract Documents, including, but not limited to, the time for completion of the work, are of the essence of the contract.

(c) Any requirement called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

8.21 *Laws and Regulations:*

(a) The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.

(b) This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1 of the *Code of Virginia*, relating to labor unions and the “right to work.” The contractor and its subcontractors who perform any work related to the project, whether residents or nonresidents of the Commonwealth of Virginia, shall comply with all of the said provisions.

(c) The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.

(d) All proposals submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by the County or the Commonwealth of Virginia.

8.22 *Preparation and Submission of Proposals:* Proposals must give the full business address of the offeror and be signed by him/her with his/her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation

of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word “President,” “Secretary,” “Agent” or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

8.23 *Withdrawal or Modification of Proposals:* Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

8.24 *Receipt and Opening of Proposals:*

(a) It is the responsibility of the offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of bids/proposals. Bids/Proposals received after the time designated for receipt of bids/proposals will not be considered.

(b) The provisions of § 2.2-4342 of the *Code of Virginia*, as amended, shall be applicable to the inspection of proposals received.

8.25 *Subcontracts:*

(a) The contractor shall as soon as practicable after the signing of the contract, notify the County in writing of the names of subcontractors proposed for the principal parts of the work. The contractor shall not employ any subcontractor that the owner may, within a reasonable time, object to as unsuitable. The County will not direct the contractor to contract with any particular subcontractor unless provided in the specifications or bid form.

(b) The County shall, on request, furnish to any subcontractor, if practicable, the amounts of payments made to the contractor, the Schedule of Values and Requests for Payment submitted by the contractor, and any other documentation submitted by the contractor which would tend to show what amounts are due and payable by the contractor to the subcontractor.

(c) The contractor agrees that he/she is as fully responsible to the County for the acts and omissions of his/her subcontractors, suppliers, and invitees upon the site of the project and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him/her.



8.26 *Proprietary Information:* Section 2.2-4342(F) of the *Code of Virginia* (1950, as amended) states: Trade secrets or proprietary information submitted by an offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 *et seq.*); however, the offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

8.27 *Proposal Acceptance Period:* Any proposal in response to this solicitation shall be valid for ninety days. At the end of the ninety days, the bid may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

8.28 *Taxes:* The contractor shall, without additional expense to the County, pay all applicable federal, state, and local taxes, fees, and assessments except the taxes, fees, and assessments on the real property comprising the site of the project.

8.29 *Patents:* The contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The contractor shall hold and save the County, its officers, agents, and employees, harmless from any loss or liability for or on account of the infringement of any patent rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of the contract, including its use by the owner, unless such invention, process, technique, article, or appliance is specifically named in the specifications or drawings as acceptable for use in carrying out the work. If, before using any invention, process, technique, article, or appliance specifically named in the specifications or drawings as acceptable for use in carrying out the work, the contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, he/she shall promptly advise the County. The County may direct that some other invention, process, technique, article, or appliance be used. Should the contractor have reason to believe that the invention, process, technique, article, or appliance so specified is an infringement of a patent, and fail to inform the County, he/she shall be responsible for any loss due to the infringement.

8.30 *Superintendence by Contractor:*

(a) The contractor shall have a competent foreman or superintendent, satisfactory to the County, at all times during the progress of the work. The contractor shall be responsible for all means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract except where otherwise specified in the Contract Documents, and for all safety and worker health programs and practices. The contractor shall notify the County, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.



(b) The contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the contractor, the subcontractors, the County or the County's separate contractors and their subcontractors.

(c) The County may, in writing, require the contractor to remove from the work any employee the County deems to be incompetent, careless, not working in harmony with others, or otherwise objectionable.

8.31 *Protection of Persons and Property:*

(a) The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may be affected by the contractor's operation in connection with the work.

(b) The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

(c) The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.

(d) The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the County's property from injury or loss arising in connection with this contract. The contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the County. The contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the Contract Documents or erected for the fulfillment of his obligations for the protection of person and property.

(e) In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the County, shall act, at his discretion, to prevent such threatened loss or injury. Also, should the contractor, to prevent threatened loss or injury, be instructed or authorized to act by the County, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the contractor on account of any emergency work shall be determined as provided by the General Terms and Conditions.

8.32 *[reserved]*



8.33 *[reserved]*

9.0 **SPECIAL TERMS AND CONDITIONS:**

9.1 *Advertising:* In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Isle of Wight County will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the County or any agency or institution of the County has purchased or uses its products or services.

9.2 *Award of Contract:*

9.2.1 *Award:* The right is reserved to accept the bidder's proposal that, in its sole judgment, is deemed in the best interest of the County. The award or awards will be made to the lowest responsive, responsible bidder or bidders as applicable.

9.2.2 *Pre-Award:* The County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors.

At the conclusion of the informal interview, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the County shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such contract can be negotiated at a fair and reasonable price. Should the County 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 the others under consideration, a contract may be negotiated and awarded to that offeror.



9.3 Best and Final Offer (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror’s proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

9.4 [reserved]

9.5 Contractor/Subcontractor License Requirement: By my signature on this solicitation, I certify that this firm/individual and subcontractor are properly licensed for providing the goods/services specified.

9.6 Identification of Bid/Proposal Envelope: The signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:		<u>2/17/2023</u>	<u>2:00 p.m.</u>
	Name of Offeror	Due Date	Time
	Street or Box Number	IFB No.	
	City, State, Zip Code		

RFP Title: RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE ORDINANCE AND AGREEMENT

The envelope should be addressed as directed on Page 1 of the solicitation. The offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9.7 Small, Women, and Minority-Owned Businesses Subcontracting and Evidence of Compliance:

(a) Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) business. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the County Budget and Finance Department at a minimum the following information: name of firm, phone number, total dollar



amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.

9.8 Prime Contractor Responsibilities: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

9.9 [reserved].

10.0 [reserved]

This Request for Proposal has been authorized for issuance by the Isle of Wight County Director of Budget and Finance.

Erin Wishall

Erin Wishall, Procurement Agent

01/27/2023

Date

11.0 SIGNATURE SHEET

To receive consideration for award, this signature sheet must be returned to the Budget and Finance Department completed and signed as part of your response.

11.1 State Corporation Commission Identification Requirement: To the extent the Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, such entity shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity by the State Corporation Commission. Any such business entity shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of this contract. The Owner may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of Virginia Code Section 2.2-4311.2.

Any offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its proposal the identification number issued to it by the State Corporation Commission.



State Corporation Commission Identification No:

Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Describe why the bidder or offeror is not required to be authorized by the State Corporation Commission:

Supplier has examined copies of all the Proposal Documents including the following Addenda:

Date:

Number:

11.2 Signature Requirement: My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of the Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the offeror.

By signing this proposal, Offeror certifies that they are not currently debarred by the Commonwealth of Virginia or any county, city or town from submitting bids on contracts for the



type of goods and/or service covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

If there are any parts of the terms and conditions that your company cannot meet, please indicate which ones on an attached page.

Company Name: _____

Address: _____

Signature: _____

Name (type or print): _____

Official Title: _____

Date: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Federal Tax ID Number: _____