



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: ENVIROSOLUTIONS HOLDINGS, INC
45713 WOODLAND ROAD
STERLING, VA 20166

DATE ISSUED: APRIL 11, 2023

CONTRACT NO: 23-DES-R-592

CONTRACT TITLE: PROCESSING OF RECYCLABLE MATERIALS

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 23-DES-R-592 including any attachments or amendments thereto.

EFFECTIVE DATE: April 11, 2023
EXPIRES: January 31, 2025
RENEWALS: THREE (3) ADDITIONAL ONE-YEAR RENEWAL FROM FEBRUARY 1, 2025, TO JANUARY 31, 2028
COMMODITY CODE(S): 92677
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 23-DES-R-592
EXHIBIT A – Fairfax County Government contract 4400011733
EXHIBIT B – Arlington County Pricing

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Michelle Deverin
EMAIL ADDRESS: mdeverin@wm.com

VENDOR TEL. NO.: (202) 579-3887

COUNTY CONTACT: Michele Benevento, (DES)
COUNTY CONTACT EMAIL: mbenevento@arlingtonva.us

COUNTY TEL. NO.: (703) 228-6656

PURCHASING DIVISION AUTHORIZATION

NAME: JAVIER ITURRALDE **TITLE:** PROCUREMENT OFFICER **DATE:** April 11, 2023



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 23-DES-R-592

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between EnviroSolutions Holdings, Inc. ("Contractor"), a Texas corporation with a place of business at 45713 Woodland Road, Sterling, VA 20166 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A Fairfax County Contract 4400011733, Exhibit B – Arlington County Pricing, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Fairfax County Government and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Fairfax County Government. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than January 31, 2025 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the Fairfax County Government renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for three (3) one-year renewal periods from February 1, 2025, to January 31, 2028 ("Subsequent Contract Term"). However, if the Fairfax County Government does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish Processing of Recyclable Materials.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

9. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

EnviroSolutions Holdings, Inc.
Michelle Deverin
45713 Woodland Road
Sterling, VA 20166
Phone: 202-579-3887
Email: mdeverin@wm.com

TO THE COUNTY:

Michele Benevento, Project Officer
Arlington County, Virginia
4300 S 29th Street 1SW
Arlington, VA 22206

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

10. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

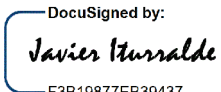
11. COUNTERPARTS

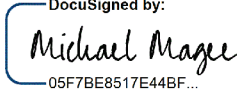
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

ENVIROSOLUTIONS HOLDINGS, INC.

AUTHORIZED SIGNATURE:  F3B19877EB39437...

AUTHORIZED SIGNATURE:  05F7BE8517E44BF...

NAME: Javier Iturralde

NAME: Michael Magee

TITLE: Procurement Officer

TITLE: VP Asst Secretary

DATE: 4/11/2023

DATE: 4/11/2023



County of Fairfax, Virginia

NOTICE OF AWARD

Date of Award: 2023 February 1 | 09:35:21 EST

CONTRACT TITLE: Processing of Recyclable Materials

SOLICITATION NUMBER: RFP 2000003576

CONTRACT NUMBER: **4400011733**

NIGP CODE: **92677**

CONTRACT PERIOD: 2 years from Date of Award

RENEWAL: Three (3) one-year renewals

CONTRACTOR:
EnviroSolutions Holdings, Inc
45713 Woodland Rd
Sterling, VA 20166

SUPPLIER CODE:
1000050344

Contact: Michelle Deverin
E-mail: mdeverin@wm.com
Phone: 202-579-3887

TERMS: Net 30 days

FOB: Destination

PRICES: See Attached Pricing Schedule

DPMM CONTACT: Nicole Cifci, NIGP-CPP, CPPB, VCA, Contract Specialist II
Telephone: 703-324-2854
E-mail: Nicole.Cifci@FairfaxCounty.gov

ORDERING INSTRUCTIONS:

Any County Department and Fairfax County Schools may enter into FOCUS a shopping cart indicating the item required, the quantity, the payment terms and the delivery date. The purchase order must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPMM and a purchase order will be executed.

DocuSigned by:
Nicole Cifci
C42AFD859238483...

Nicole Cifci, NIGP-CPP, CPPB, VCA
Contract Specialist II

DISTRIBUTION:

Dept. of Finance – Accounts Payable/e
DPWES - SWMP– Susan Davidson/e
DPWES - SWMP– Hans Christensen/e

Contract Specialist – Nicole Cifci
Assistant Contract Specialist – Team 2
DPMM Supplier Diversity/e

PRICING

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Item No.	Item Description	Market/Index Price Source	Qty	UOM	Cost or Revenue
1	Mixed Paper	Fastmarkets RISI PPI Pulp & Paper Week Northeast – New York High Price the first of the month	1	TON	Revenue: <u>100% of index</u> Cost: <u>\$65.00</u>
2	Cardboard	Fastmarkets RISI PPI Pulp & Paper Week Northeast – New York High Price the first of the month	1	TON	Revenue: <u>100% of index</u> Cost: <u>\$65.00</u>
3	Sorted Office Paper (SOP)	Fastmarkets RISI PPI Pulp & Paper Week Northeast – New York High Price the first of the month	1	TON	Revenue: <u>100% of index</u> Cost: <u>\$65.00</u>
4	Single Stream Collection without Glass A: Delivered to Dulles MRF via trailers or route trucks B: Delivered to Merrifield TS via route trucks	Fastmarkets RISI PPI Pulp & Paper Week Northeast – New York High Price the first of the month RecyclingMarkets.net Secondary Materials Pricing New York average price the 15th of the month	1	TON	A: Revenue: <u>80% of index</u> B: Revenue: <u>80% of index</u> A: Cost: <u>\$106.00</u> B: Cost: <u>\$135.00</u>
5	Newsprint	N/A currently*	1	TON	Revenue: <u>N/A currently</u> Cost: <u>N/A currently</u>
6	Metal food cans	N/A currently*	1	TON	Revenue: <u>N/A currently</u> Cost: <u>N/A currently</u>
7	Aluminum cans	N/A currently*	1	TON	Revenue: <u>N/A currently</u> Cost: <u>N/A currently</u>
8	Plastic Bottles and Jar/ Containers	N/A currently*	1	TON	Revenue: <u>N/A currently</u> Cost: <u>N/A currently</u>
9	Plastic natural HDPE	N/A currently*	1	TON	Revenue: <u>N/A currently</u> Cost: <u>N/A currently</u>
10	Plastic PET	N/A currently*	1	TON	Revenue: <u>N/A currently</u> Cost: <u>N/A currently</u>
13	Ad-Hoc Audit Study - Additional Sort		1	EACH	Revenue: <u>N/A currently</u> Cost: <u>\$750.00</u>

Note for Items 5 through 10: *If source separated material becomes a product in future the county would like to deliver, a price will be provided at that time.

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MATERIAL PRICE INDEX

The Contractor shall pay the County, or the County shall pay the Contractor a per ton price for the purchase of the Single Stream recyclables. The per ton price for purchase of Single Stream recyclables is subject to a monthly adjustment outlined below.

- A. On a monthly basis, the Contractor shall calculate a Monthly Price Index (MPI) based on the first published market values for paper products in the recyclable stream for the month in which the recyclables are purchased from the County, and on the market values published on the 15th of the month (or the first publication date thereafter) for metal, glass, and plastic items in the recyclable stream for the month in which the recyclables are purchased from the County. All prices shall be retroactive to the first of the month. The MPI shall be recalculated in the same manner for each subsequent calendar month. Monthly calculations of the MPI shall be performed by the Contractor(s) and provided to the Contract Administrator by the 1st day of the following month.
- B. The MPI shall be computed by multiplying the highest published price for materials in the County's Single Stream by the commodity mix percentage and the Percent of Index Offered to the County (80% of the Index shall be provided to the County for all commodities except residue, 100% of the Index shall be provided for residue). The table below is an example of how the MPI will be calculated.

Material Type	Index Price per Ton	Current Composition Mix Percentages	Percent of Index Provided to the County	Extended Price
Mixed Paper	\$75.00	39.22%	80%	\$22.93
Cardboard (OCC)	\$145.00	21.68%	80%	\$25.15
Natural HDPE	\$1,200.00	3.02%	80%	\$28.99
Mixed HDPE	\$600.00	3.02%	80%	\$ 14.50
Aluminum	\$1,850.00	1.0%	80%	\$14.80
Mixed glass	\$(27.50)	5.00%	80%	(\$1.10)
Residue	\$(56.24)	20.32%	100%	(\$11.43)
SOP	\$220.00	0%	80%	\$0.00
PET	\$540.00	3.02%	80%	\$13.05
Steel cans	\$260.00	3.60%	80%	\$ 7.49
Plastic #5	\$550.00	1.12%	80%	\$4.93
Total				\$119.30

The published prices to be used in computing the MPI are available in the following source documents:

1. For all Paper Products, the MPI shall be calculated based upon the RISI Pulp and Paper Week Monthly Recovered Paper Prices Yellow Sheet of the Northeast Region Index. The following is the specific indices to be utilized for each recovered paper type.
 - 1.3 Mixed Paper (54) – High Side, Northeast Region.
 - 1.4 Old Corrugated Containers (OCC 11) , High Side, Northeast Region.
 - 1.5 Sorted Office Paper (SOP 37) – High Side, Northeast Region
2. For Metals and Plastics, the MPI shall be calculated based upon RecyclingMarkets.Net Secondary Materials, Announced Material Prices, Average, Northeast Region. The following is the specific indices to be utilized for each recovered material type:

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2.1	Metals
2.1.1	For aluminum used beverage containers (UBC) and products, RecyclingMarkets.Net, Secondary Materials, Announced Recovered Material Prices, Aluminum Cans (sorted, baled), Average, Northeast region.
2.1.2	For Ferrous and Bimetal Containers, RecyclingMarkets.Net, Secondary Materials, Announced Recovered Material Prices, Steel Cans (sorted, baled) Average, Northeast region.
2.2	Plastics
2.2.1	For Polyester terephthalate (PET), RecyclingMarkets.Net, Secondary Markets, Announced Recovered Materials, Average, Northeast region, PET baled, picked up
2.2.2	For Natural High-Density Polyethylene (HDPE), RecyclingMarkets.Net, Secondary Markets, Announced Recovered Materials, Average, Northeast region, Natural HDPE, baled, picked- up
2.2.3	2.2.3 For Colored High-Density Polyethylene (HDPE) RecyclingMarkets.Net, Secondary Markets, Announced Recovered Materials, Average, Northeast region, Colored HDPE, baled, picked- up.
2.2.4	For Plastic #5, RecyclingMarkets.Net, Secondary Markets, Announced Material Prices, Average, Northeast region PP Post Consumer, baled, picked up
3.	The value of all glass bottles, jars and broken pieces shall be the current average price as published in RecyclingMarkets.Net, Secondary Markets, Announced Material Prices, Northeast Region, for 3 Mix Glass.
4.	The value of all residue in the Single Stream shall be \$56.24 per ton for the base year and will be adjusted annually in accordance with the Water-Sewer-Trash (WST) CPI index.

If RISI Pulp & Paper News Pricing and/or recyclingmarkets.net pricing is no longer reflective of prevailing market conditions or if an alternative publication or alternate method more accurately reflects such market conditions, then the Contractor(s) may propose to the County the use of alternative publication(s) or alternate methods to determine the price for recyclables. The County shall evaluate the proposal and by its sole opinion agree to the method or ask for an acceptable alternative. The Contractor(s) shall provide published literature, market index comparisons, commodity price analyses, and other applicable information, etc. to the County as justification for the use of alternative publication(s) or alternate methods.

The County's consent, which shall not be unreasonably withheld in consideration of sufficient support documentation from the Contractor(s), regarding the use of alternative publications or alternate methods shall be required. The County acknowledges that the value of the Recyclables may become negative.

5. The following mix commodity percentage will be used by the (s) for the first three (3) months of the contract or until the first sort test is completed:

- Mixed paper – 38.22%
- OCC – 21.68%
- SOP – 0%
- PET – 3.02%
- Natural HDPE – 3.02%
- Colored HDPE – 3.02%
- Plastic #5 (PP Post Consumer) – 1.12%
- Aluminum cans – 1.00%
- Steel cans – 3.6%
- 3 Mix glass – 5%
- Residue – 20.32%

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- C. Using the MPI, a net purchase price will be calculated. The monthly net purchase price per tons shall be calculated with the following formula:

Monthly net purchase price = MPI – processing price bid by Contractor

The monthly net purchase price per ton shall be multiplied by the number of tons of Single Stream recyclables. If the monthly net purchase price is positive, the Contractor shall provide that amount to the County in a check. Should the monthly net purchase price be negative, the County will pay that amount to the Contractor.

Provided below is a hypothetical example how the MPI and the monthly net purchase price per ton shall be calculated:

- a. If the MPI was calculated as \$45.00 per ton and the hypothetical processing price bid by the Contractor(s) is \$75 per ton, the monthly net charge per ton paid by the County to the Contractor(s) would be: $\$45 - \$75 = (\$30.00)$, or ***\$30.00 per ton due to the Contractor.***
 - b. If the MPI is calculated as \$130.00 per ton and the hypothetical processing price bid by the Contractor(s) is \$75 per ton, the monthly net purchase price per ton paid to the County would be $\$130.00 - \$75.00 = \$55.00$, or ***\$55.00 per ton due to the Count.***
- D. The Contractor(s) shall conduct a sort test of the material received at the (s)'s Contractor's Facility by the third month after the effective date of the contract to determine the actual percentage of each commodity in the Single Stream and shall repeat the test every twelve (12) months thereafter.

The County or their agents will observe the sort test and supervise how they are conducted. An audit process will be spelled out as part of the final agreement and will become part of the agreement:

Material sorted shall consist of samples the County shall deliver with a minimum of 25 tons and a maximum of 40 tons collected over a minimum of a two-day period.

- a. Tip floor and machines will be cleared of any other material.
- b. All material will be run over the line.
- c. A missed recyclable audit of the residue shall be conducted as the last step in the test to ensure a full accounting of recyclable material.
- d. A sample of residue of a minimum of 2000 lbs. or the weight of one bale shall be audited for missed recyclables.
- e. The audit of the residue shall be conducted as a hand sort or by re-running the residue through the MRF.
- f. The percentages of commodities rendered during the residue sampling will be multiplied by the total residue weight to determine the amount of material to be added back to the weight of each commodity and deducted from the residue weight.
- g. If a hand sort is conducted, recyclable materials greater than 2 inches in two dimensions or diameter must be pulled out and counted as commodities.
- h. Upon completion of each sort test, the results shall take effect for the month immediately following the test and shall remain in effect until the next sort.
- i. The Contractor(s) shall provide a copy of all final reports for the sort tests to the County.



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date of Award: **2023 February 1 | 09:35:21 EST**

EnviroSolutions Holdings, Inc
45713 Woodland Rd
Sterling, VA 20166

Attention: Michelle Deverin, Area Manager of Public Sector Solutions

Reference: RFP 2000003576 – Processing of Recyclable Materials

Acceptance Agreement

Contract Number: 4400011733

This Acceptance Agreement signifies a contract award to EnviroSolutions Holdings, Inc for the **Processing of Recyclable Materials**. The period of the contract is for two (2) years from the Date of Award, with three (3) one-year renewal options.


The contract award shall be in accordance with the following:

- 1) This Acceptance Agreement;
- 2) The Terms and Conditions of RFP 2000003576, and all Addenda;
- 3) Your Technical Proposal and Cost Proposal dated October 14, 2022; and
- 4) Your Negotiation responses dated January 5, 2023 and January 17, 2023.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm as required. Please provide your Insurance Certificate in accordance with paragraph 16 of the contract within ten (10) days of receipt of this letter. Contract award documents may be viewed on the Department of Procurement and Material Management website at www.fairfaxcounty.gov/contracts by entering the contract number in the contract number field.

All questions in regards to this contract should be directed to the Contract Specialist, Nicole Cifci, at 703-324-2854 or via e-mail at Nicole.Cifci@fairfaxcounty.gov .

Sincerely,

DocuSigned by:

 E239B762E600465...

Lee Ann Pender, CPPB
Director/County Purchasing Agent

DS DS



Department of Procurement & Material Management
 12000 Government Center Parkway, Suite 427
 Fairfax, VA 22035-0013
 Website: www.fairfaxcounty.gov/procurement
 Phone 703-324-3201, TTY: 711, Fax: 703-324-3228

IMPORTANT NOTICE

THIS IS AN ELECTRONIC PROCUREMENT (eBID)

**SUBMISSIONS WILL ONLY BE ACCEPTED
ELECTRONICALLY VIA THE BONFIRE PORTAL**

<https://fairfaxcounty.bonfirehub.com>

**Successful offerors will be required to register as a vendor in eVA,
Virginia's procurement portal. <https://eva.virginia.gov/register-now.html>**

Fairfax County Government uses a procurement portal powered by Bonfire Interactive for accepting and evaluating proposals. To register, visit <https://fairfaxcounty.bonfirehub.com>. Additional assistance is also available at Support@GoBonfire.com.

Submitting proposals via the Bonfire portal is **mandatory**. Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail) in response to this RFP. Reference section titled "ELECTRONIC SUBMISSION OF PROPOSAL" in the Special Provisions, for additional information.

Fairfax County strongly encourages offerors to submit proposals well in advance of the proposal submission deadline. A proposal submission is not considered successful unless all necessary files have been uploaded and the 'Submit & Finalize' step has been completed. Offerors are responsible for the consequences of any failure to plan ahead in the submission of its Proposal.

SPECIAL PROVISIONS

1. SCOPE OF SERVICES:

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the **Processing of Recyclable Materials** collected by the County of Fairfax, Virginia. Materials initially include Sorted Office Paper (SOP), cardboard, mixed paper, organics (food waste) and single-stream materials. These materials are collected from County agency routes, Recycling and Disposal Centers, and the single-stream routes within the County's sanitary districts. Single-stream materials can include anything required to be recycled in the County such as aluminum and metal food and beverage cans, plastic bottles/jugs, newsprint, cardboard, and mixed paper. Other Fairfax County agencies and Fairfax County Schools may use this contract.
- 1.2. The Solid Waste Management Program (SWMP) is especially interested in proposals that will ensure materials are truly recycled, encourage recycling processing locally, expand the program's revenue, and have the potential capacity to grow with the increased County focus on recycling. The SWMP is also interested in recycling opportunities for new source separated materials as part of the County's Zero Waste efforts (e.g., food scraps (organics)).
- 1.3. Materials to be brought to the successful Contractor(s) will include homogenous loads of SOP, cardboard, and mixed paper. Single-stream materials will be composed of all types of recyclables. As the county's Zero Waste program expands, other homogenous material loads **may** be included such as organics (food waste), aluminum or metal cans, newsprint, plastics, glass, or other recyclables. Offerors are encouraged to submit ideas for expanding the number of materials recycled by offering new pricing strategies or arrangements for the recycling.
- 1.4. Glass program: In April of 2019 Fairfax County entered a strategic partnership called the Purple Can Club with neighboring jurisdictions to recover and recycle glass using 30-yard purple dumpsters throughout the region. The source separated glass collection program allowed Fairfax County to remove glass from the list of required single-stream materials in October 2019. The glass collected through the Purple Can Club is brought to the I-95 Landfill Complex where it is either transported to a beneficial reuse glass processor or is processed onsite using a glass crusher for local projects. In early 2023 source-separated glass will also be aggregated at the I-66 Transfer Station and will be available for transport to a beneficial processor. Based on our January 2020 sort data, glass is now less than 5% of the volume of materials collected in our curbside program.

2. CONTACT FOR CONTRACTUAL MATTERS:

- 2.1. All communications and requests for information and clarifications shall be directed to the following procurement official.

Nicole Cifci, CPPB, VCA, Contract Specialist II
Department of Procurement and Material Management
Telephone: (703) 324-2854
Email: nicole.cifci@fairfaxcounty.gov

- 2.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 15.3).

3. CONTRACT PERIOD AND RENEWAL:

- 3.1. This contract shall be for two (2) years from the Date of Award with three (3) one-year renewal options available.

SPECIAL PROVISIONS

- 3.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Department of Procurement and Material Management (DPMM).
- 3.3. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

4. BACKGROUND:

- 4.1. Fairfax County is a large suburban county located in Northern Virginia that consists of over 400 square miles and approximately 1,200,000 residents. The Fairfax County Department of Public Works and Environmental Services, Solid Waste Management Program (SWMP) manages municipal solid waste generated in Fairfax County. As part of its disposal operations, the SWMP operates three facilities: the I-95 Landfill Complex (9850 Furnace Road, Lorton, Virginia 22079), the I-66 Transfer Station (4618 West Ox Road, Fairfax, Virginia 22035), and the Newington Collection Facility (6901 Allen Park Road, Lorton, VA 22079). The Landfill and Transfer Station Complexes offer resident drop-off recycling that includes organics (food waste), aluminum cans, newsprint, mixed paper, cardboard, and plastics.
- 4.2. The County's single-stream operations: SWMP collects single-stream recycling for 44,000 households located in its sanitary districts. Currently about 16,000 tons are collected annually from these customers. SWMP Collections runs its recycling routes Monday through Friday. The route trucks may transport the materials to either the I-66 Transfer Station or the I-95 Landfill Complex for consolidation into larger trailers or deliver directly to the processing center.
- a. If processors/markets are found that are closer to the origin of the recycling, then the smaller packer trucks could transport the materials directly to the processing centers.
 - b. Additional processing by county staff may be accommodated if required to receive maximum revenue from the materials.
- 4.3. During a recycling sort in January 2020, Fairfax County's single-stream materials, collected in the sanitary districts, were comprised of approximately:

Material	% Of Single-stream by Weight
Mixed Paper	39.22%
Cardboard	21.68%
Plastics #1, #2	9.06%
Plastics #5	1.12%
Metal	4.6%
Glass & Residue	25.32%

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- 4.4. Collection of county agencies: SWMP is also responsible for the collection of recycling from county agency buildings and a few other governmental entities located within the County. About 500 tons of standard office paper (SOP) and 800 tons of cardboard are currently collected annually from these operations. Vehicles collect materials or compactors from various locations including the government centers, drop off centers, the I-66 Transfer Station and I-95 Landfill Recycling and Disposal Centers, taking the material either directly to a processing center or aggregating the material at the Transfer Station or Landfill Complex for further transport in trailers to the processing centers.
- a. In the future, additional materials could be collected or sorted from these locations-- e.g., organics (food waste), aluminum cans, plastic bottles, and glass.
 - b. Should processors/markets be located closer to the origin of the materials, smaller collection vehicles could bring the materials directly to the processing centers.
- 4.5. The amount of recycling materials may increase or decrease as the County's program changes during the contract period.

5. STATEMENT OF NEEDS:

Qualified offerors are encouraged to submit a proposal for receiving and processing recyclable materials delivered by Fairfax County.

- 5.1. Describe the equipment you operate at the proposed location to receive recycling from one of Fairfax County's sites.
- 5.2. Describe your expectations of the work if you are awarded a contract.
- 5.3. Describe your recycling business model.
- 5.4. Briefly describe any issues, concerns or problems that can be anticipated in fulfilling the service requested by Fairfax County. Also, offer suggestions or ideas for how you and/or the County can address them together.
- 5.5. Describe the process for delivering recycling materials to your location(s), including hours of operation.
- 5.6. Describe the daily limits or restrictions as to how much material Fairfax County can bring to your facility. Please also describe your capacity to expand services if additional amounts of recycling are delivered.
- 5.7. Describe your contamination limits and what conditions a load of recycling would be rejected.
- 5.8. Describe how material leaving your location is recycled and the percentage of recycled material.
- 5.9. Describe the recycling materials you propose to accept from Fairfax County including the list of materials, receiving location and the place where materials are recycled. The list of materials may include Sorted Office Paper (SOP), Cardboard, Mixed Paper, Newsprint, Metal food cans, Plastic bottle and containers, Aluminum cans, Glass, Organics (Food Waste), and Others (please list).
- 5.10. Complete and submit the Material Survey in **Attachment B**.
- 5.11. Describe any contracts you have with local jurisdictions (within 100 miles of Fairfax County).

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- 5.12. Offerors are encouraged to submit detailed innovative proposals/methods to receive, process and recycle the materials as well as offer inventive pricing arrangements. Recycling of glass, organics (food waste) and compostable products is especially desired.
- 5.13. Describe your company's quality or business strategy that separates you from your competition.
- 5.14. Discuss anything else you would like that demonstrate your company's ability to perform under this contract.
- 5.15. Composition Changes and Recyclables Materials Audit Study: Contractor shall undertake in collaboration with the County an Audit Study of the County's Recyclable Materials, which will be the sole determinant of composition changes. The Contractor and County shall mutually agree that the most recent Audit Study findings will be used to adjust the composition of materials for the purpose of determining the amount of each recyclable commodity collected and fairly value commodities referenced in the proposal.
- a. **Initial Sort:** Within 60 days of Contract award and the start of services, the Contractor will conduct a recycling sort and the Contractor shall outline the sorting process.
 - b. **Ongoing Recycling Sort:** The Contractor shall propose a schedule to conduct regularly occurring sorts of material. The Contractor shall also outline the detailed procedure used to conduct the sort.
 - c. **General Procedure:** By doing the Audit Study, Contractor and the County shall mutually agree upon the date, time of the Audit Study and the general procedure which shall include but not limited to 1). County recyclable material must be segregated; 2) each sorted commodity will be weighted and calculated as a percentage of total weight; 3) County reserves the right to have authorized representative present during all sorts.
 - d. **Additional Sort:** The contractor shall submit a price for an optional, additional recycling sort in the Business Proposal which shall be subject to negotiation.
 - e. **Cost:** Contractor shall be solely responsible for all costs associated with conducting the Audit Study. The cost of the Audit Study is already built into the Processing Fee(s) proposed.
- 5.16. Location of recycling facilities and distance from county locations.
- a. Distance from I-66 Transfer Station (address: 4618 West Ox Road, Fairfax, VA 22030) _____ miles.
 - b. Distance from I-95 Landfill Complex (address: 9850 Furnace Road, Lorton, VA 22079) _____ miles.
 - c. Distance from Newington Collection (address: 6901 Allen Park Road, Lorton, VA 22079) _____ miles.

6. CONTRACTOR REQUIREMENTS:

- 6.1. Successful offerors will be required to receive materials the County brings that meet the pre-established minimum quality standards of the offeror. Prices will be paid per the agreed upon method/calculation.
- 6.2. All acceptable materials received, except residue, must be processed and recycled.
- 6.3. Upon demand, successful offerors must be able to show that materials were recycled with competent recycling processors, e.g., licensed as the principal business of the vendor, operating with permits, as required, and open for a minimum of two years or as determined at the time by Fairfax County.

SPECIAL PROVISIONS**7. TECHNICAL PROPOSAL INSTRUCTIONS:**

The offeror must submit their response to the Technical Proposal in Bonfire containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. In addition, the offeror will submit in Bonfire an executed County's Cover Sheet (DPMM32), all the Attachment A documents, Attachment B, and all issued Addenda (as applicable).

7.1. Section 1 – Introduction:

- a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.

7.2. Section 2 – Statement of Qualifications:

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
 - i. Experience of company, years in recycling.
 - ii. List any licenses, permits, or certificates required for your business to accept recycling materials.
- b. References: Three references where you have provided similar or exact services as requested. Include organization names, addresses, names of contact persons, telephone numbers, and briefly describe the nature of the services provided for such references. (Note: References must be within the past 10 years and services provided to Fairfax County can be used only as one reference).
- c. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character, and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.

The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

- d. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.
- e. Financial Statements: The offeror shall provide an income statement and balance sheet from the most recent reporting period.

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7.3. Section 3 – Understanding the Statement of Needs:

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the “Statement of Needs” described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers providing the following information below:

This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions.

- a. Statement and discussion of the requirements as they are analyzed by the offeror.
- b. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the Statement of Needs and achieving project objectives.
- c. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the Statement of Needs.
- d. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.
- e. Offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the “Statement of Needs” section, and may propose alternative approaches.

8. COST PROPOSAL INSTRUCTIONS:

- 8.1. The offeror must submit their response to the Cost Proposal in Bonfire fully supported by cost and pricing data adequate to establish the reasonableness of the proposed revenue. Refer to the Cost Proposal format in Attachment C.
- 8.2. Ensure that the market index or source of the variable price for processing or revenue received for each material is included or described in the proposal. Explain how pricing would change relative to the market index.
- 8.3. Ensure that all of the offeror's costs are included in the prices above because Fairfax County does not expect to pay for any costs not shown and justified in this Business Proposal.
- 8.4. Offerors are requested to propose innovative pricing structures that will net the County as much revenue as possible for its recycling materials.
- 8.5. Offerors are requested to enter a price for single-stream recycling with and without glass included.
- 8.6. It is assumed these prices are for materials delivered to the vendor. If the price is based upon collection from County sites or other process, the Contractor must explain fully how the cost/revenue was derived.
- 8.7. Include pricing/cost for other materials accepted by the vendor under this contract.

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9. PRICING:

- 9.1. The subsequent contract may:
 - a. Have floating rates for the sale of recycling materials based upon the monthly **high** price for the date the material was delivered, as listed in the appropriate market index proposed by the offeror.
 - b. If a processing fee is proposed, it will be a fixed price for the initial contract period.
 - c. If a fixed revenue price is proposed for recycling materials, it must be fully justified.
- 9.2. Innovative pricing structures are encouraged. The actual prices, how pricing changes may be negotiated during the selection process, and aspects of the pricing must be described in enough detail, so that county evaluators can understand what is being proposed.

10. TRADE SECRETS/PROPRIETARY INFORMATION:

- 10.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 10.2. **The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary.** Disposition of material after award(s) should be stated by the offeror.
- 10.3. Request for Protection of Trade Secrets or Proprietary Information (Attachment A) is provided as a courtesy to assist offerors desiring to protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 10.4. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

11. REQUIRED SUBMITTALS:

- 11.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

12. ELECTRONIC SUBMISSION OF PROPOSAL:

- 12.1. Proposals must be received electronically through Fairfax County's online Procurement Portal at: <https://fairfaxcounty.bonfirehub.com>, on or before the Submittal Deadline. Submissions will only be accepted through the portal. Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this RFP. Proposal submissions and registration are free of charge. Offerors can register for a free account at: <https://fairfaxcounty.bonfirehub.com>, which will be required when preparing a submission. Documents may be uploaded at any time during the open period. The official time used for receipt of proposals/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com or click on the link "Contact Bonfire Support here" under Need Help?. (Note: it takes an average of 16 minutes to an hour for a response). Therefore, offerors shall take the necessary steps to submit their proposals in advance.

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- 12.2. Offerors can view all the user guide which provides step by step instructions regarding use of Bonfire: <https://support.gobonfire.com/hc/en-us/categories/360000773733-User-Guides>.

Listed below is a helpful guide that will assist offerors regarding Submission:

- Creating and uploading a submission
<https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a-Submission-for-Vendors->

- 12.3. If, at the time of the scheduled proposal closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the proposal closing will still proceed electronically through the Bonfire system.
- 12.4. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Good Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.
- 12.5. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 12.6. Unnecessarily elaborate brochures of other presentations beyond what is considered sufficient to present a complete and effective proposal is not desired.
- 12.7. By executing the cover sheet (DPMM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions.

13. ADDENDA:

- 13.1. Offerors are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within five (5) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the bid.
- 13.2. Notice of addenda will be posted on eVA and Bonfire. It is the Offeror's responsibility to monitor the web page for the most current addenda at <https://fairfaxcounty.bonfirehub.com>.
- 13.3. The **last day** to submit questions to be addressed in the addendum will be addressed in **Bonfire under "Questions Due Date."** All questions pertaining to this RFP shall be submitted to nicole.cifci@fairfaxcounty.gov.

14. PROPOSAL ACCEPTANCE PERIOD:

- 14.1. Any proposal submitted in response to this solicitation shall be valid for one hundred eighty (180) days. At the end of the days the proposal 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.

SPECIAL PROVISIONS**15. BASIS FOR AWARD:**

- 15.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 15.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 15.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 2.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.
- 15.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 15.5. 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 than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 15.6. Proposal Evaluation Criteria
- The following factors will be considered in the award of this contract:
- a. Qualifications of firm with appropriately qualified and experienced personnel (ref. Special Provisions, Section 7.2.) **(points 30)**
 - b. Detail response to the Special Provisions, section 5, STATEMENT OF NEED (ref. Special Provisions, Section 7.3.) **(points 80)**
 - c. Reasonableness of cost proposal **(points 40)**
- 15.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 15.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 15.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary

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information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.

- 15.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 15.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

16. INSURANCE:

- 16.1. The Contractor is responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- 16.2. The Contractor must during the continuance of all work under the contract provide the following:
- a. Statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - b. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work.
 - c. Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
- 16.3. Liability Insurance "Claims Made" basis:
- 1) If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same.
 - 2) The Contractor must either:
 - i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall

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- evidence a "retroactive date" no later than the beginning of the contractor's or sub-contractor's work under this contract, or
- ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- 16.4. Liability insurance may be arranged by a combination of primary and excess or umbrella policies.
 - 16.5. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County's Risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.
 - 16.6. After a period of five-years from Agreement Date, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.
 - 16.7. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VII.
 - 16.8. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A: VII or better.
 - 16.9. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees and agents shall be named as an "additional insured" for all liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
 - 16.10. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
 - 16.11. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
 - 16.12. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
 - 16.13. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate may result in suspension of all payments until the new certificate is furnished.

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- 16.14. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
- 16.15. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor is as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by the Contractor as it is for acts and omissions of person directly employed by Contractor.
- 16.16. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 16.17. The Contractor and all subcontractors are to comply with applicable federal, state, and local occupational safety and health requirements, including, but not limited to, the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.

17. METHOD OF ORDERING:

- 17.1. If the selected proposal(s) costs the county money, then the County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 17.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 17.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 17.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 17.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

18. REPORTS AND INVOICING:

- 18.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit monthly statistical reports to each county agency using the contract.
- 18.2. The Contractor must invoice/remit payments separately to each County department using the final contract. Invoices/revenue for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice/statement (as agreed to between the parties), which includes the information listed below:
 - a. List of materials received/collected by date/time, location, load weight, truck number or other information sufficient to allow for reconciliation of loads.
 - b. The name of the County department delivering the recycling material.

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- c. The vendor's name, contract number, purchase order number (if applicable)/invoice number or revenue document.
 - d. Whether the item is a charge or a credit with explanation of how the revenue was determined.
 - e. Copy of index used to establish the price/revenue of the material recycled; and
 - f. Copy of the weight tickets signed by County representative/driver, etc. for all deliveries/collections.
- 18.3. County departments must receive monthly invoices/payments by the 10th of each month following the month the Contractor provided the service. The Contractor will mail the invoices/payments and the reports to the address identified in the final contract/purchase order.

19. PAYMENTS:

- 19.1. The County will either pay the Contractor or receive revenue based upon offerors response to the proposal.
- 19.2. If the Contractor proposes a payment for processing the recycling and the County awards that contract, then the Contractor will invoice the County per the information listed in Section 18.
- 19.3. If the Contractor proposes a revenue payment to the County, then the Contractor will pay the County as follows:

- a. Payments must be mailed by the 10th of the month following the month that materials were delivered to:

Solid Waste Management Program
12000 Government Center Parkway, Suite 458
Fairfax, VA 22035

- b. Documentation will be included so that the County can reconcile the payment with loads of materials delivered to the Contractor. Documentation must include:
 - 1. Name of Contractor
 - 2. Contract Number
 - 3. Documentation of tons of materials accepted/collected from County and processed with dates
 - 4. Documentation of price from the market index proposed as source for the pricing
 - 5. Copies of weigh tickets signed by county employees prepared when the materials were delivered to Contractor's facility (or collected by Contractor)
 - 6. Other information that documents the revenue/cost to the County and is sufficient for reconciliation with county records

20. CHANGES:

- 20.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 20.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

SPECIAL PROVISIONS**21. DELAYS AND SUSPENSIONS:**

- 21.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 21.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 21.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

22. ACCESS TO AND INSPECTION OF WORK:

- 22.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

23. DATA SOURCES:

- 23.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

24. SAFEGUARDS OF INFORMATION:

- 24.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

25. ORDER OF PRECEDENCE:

- 25.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

SPECIAL PROVISIONS**26. SUBCONTRACTING:**

- 26.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.sbsd.virginia.gov>; local chambers of commerce and other business organizations.

27. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 27.1. Reference Paragraph 71, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer.
- 27.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 27.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 27.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 27.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

28. NEWS RELEASE BY VENDORS:

- 28.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

29. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 29.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

SPECIAL PROVISIONS

- 29.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

30. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 30.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

ARLINGTON COUNTY PRICING***Commodities recovered thru "Single Stream Collection"***

Item No.	Item Description	Market/Index Price Source	Qty	UOM	Cost or Revenue
1	Mixed Paper	RISI Pulp and Paper News, Transacted Paper Stock Prices, High Price, Mixed Paper (54), Southeast	1	TON	Cost: <u>\$145.00</u> Revenue: <u>90% of index</u>
2	Old Corrugated Containers	RISI Pulp and Paper News, Transacted Paper Stock Prices, High Price, OCC (11), Southeast	1	TON	Cost: <u>\$145.00</u> Revenue: <u>90% of index</u>
3	Natural HDPE	Recycling Markets, Secondary Markets Announced Recovered Materials Prices, New York Region, High Price, Plastics, Natural HDPE, Baled	1	TON	Cost: <u>\$145.00</u> Revenue: <u>90% of index</u>
4	Mixed HDPE	Recycling Markets, Secondary Markets, Announced Recovered Materials Prices, New York Region, High Price, Plastics, Colored HDPE, Baled	1	TON	Cost: <u>\$145.00</u> Revenue: <u>90% of index</u>
5	Aluminum	Recycling Markets, Secondary Markets, New York Region, High Price, Metals, Aluminum Cans, sorted and baled	1	TON	Cost: <u>\$145.00</u> Revenue: <u>90% of index</u>
6	Mixed Glass	Recycling Markets, Announced Recovered Materials Prices, New York Region, High Price, Glass, flint	1	TON	Cost: <u>\$0.00</u> Revenue: <u>0% of index</u>
7	Residue*	N/A	1	TON	Cost: <u>\$0.00</u> Revenue: <u>0% of index</u>
8	SOP	RISI Pulp and Paper News, Transacted Paper Stock Prices, High Price, Sorted Office Paper (37), Southeast	1	TON	N/A N/A
9	PET	Recycling Markets, Secondary Markets, Announced Recovered Materials, Average, New York Region, High Price, Plastics, PET, baled	1	TON	Cost: <u>\$145.00</u> Revenue: <u>90% of index</u>
10	Steel Cans	Recycling Markets, Secondary Markets, Announced Recovered Materials Prices, New York Region, High Price, Metals, Steel Cans, sorted and densified	1	TON	Cost: <u>\$145.00</u> Revenue: <u>90% of index</u>
11	Plastics #5	Recycling Markets, Secondary Markets, Announced Recovered Materials Prices, New York Region, High Price, PP Post Consumer, baled	1	TON	Cost: <u>\$145.00</u> Revenue: <u>90% of index</u>

*Material delivered to Merrifield Transfer Station
#3, #4, #6, and #7 plastics will be considered residue