



# REQUEST FOR PROPOSALS

**Residential Recycling Contract**

**2010-1885-1024**

**August 19, 2009**

**City of Newport News**

**OFFICE OF THE PURCHASING DIRECTOR**

**2400 Washington Avenue**

**Newport News, VA 23607**

**Phone: (757) 926-8041/ Fax: (757) 926-8038**

[www.nngov.com/purchasing](http://www.nngov.com/purchasing)

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

**Scope of Services:** Successful offeror to furnish all effort, materials, and equipment necessary to provide curbside and drop-off recycling services to the residence of the City, and perform other related services as described herein.

**Proposal Due:** **September 16, 2009 @ Close of Business (COB)**

**Contract Officer:** \_\_\_\_\_

Rose C. Kee, CPPB, Buyer, (757) 926-8028, email: rkee@nngov.com

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

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## Conditions and Instructions

*RFP Rev. 08-14-08*

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

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

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

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

**This public body does not discriminate against faith-based organizations**

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

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

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

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

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

17. **Contractor's License** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

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

Seventy-five hundred dollars (\$7,500.00) or more, but less than seventy thousand dollars (\$70,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or

more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

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

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

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

"Licensed Class A Virginia Contractor No. \_\_\_\_\_."

"Licensed Class B Virginia Contractor No. \_\_\_\_\_."

"Licensed Class C Virginia Contractor No. \_\_\_\_\_."

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

19. If authorized by the Offeror(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms.

Any jurisdiction using such contracts shall place its own order(s) directly with the successful Contractor(s). The City of Newport News acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions.

It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s).

Any Offeror not desiring to provide such products/services to other jurisdictions under this clause shall so indicate in their response.

**COOPERATIVE BIDDING**

The City of Newport News issues this Request for Proposals (RFP) in accordance with the City of Newport News' procurement code (Section 2-552.1 (7), and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other governmental jurisdictions and school divisions. This procurement is also being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia

Offerors are advised that all resultant contracts will be extended, with the authorization of the contractor, to other governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payments. The City of Newport acts only as the “Contracting Agent” for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.

It is the responsibility of the contractor to notify the jurisdictions and political subdivision of the availability of the contract. Each participating jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

The City of Newport News shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the responsible offeror during the contract term. SVGPC members not explicitly named in the RFP are not obligated to participate, nor is the successful offeror obligated to contract with other SVGPC members; however, if such a contract is entered, the successful offeror will be required to provide these same items, at the same prices, awarded as a result of this solicitation to that public body.

**SVGPC Members:**

City of Chesapeake  
City of Hampton  
City of Newport News  
City of Norfolk  
City of Portsmouth  
City of Virginia Beach  
City of Williamsburg  
County of Gloucester  
County of James City  
County of King William  
County of York

Newport News Public Schools  
Williamsburg/James City County Public Schools  
York County Public Schools  
Christopher Newport University  
College of William & Mary  
Norfolk State University  
Old Dominion University  
Tidewater Community College  
Southeastern Public Service Authority  
Jamestown/Yorktown Foundation

Revised, 08/12/09

**Residential Recycling Contract  
Newport News Department of Public Works  
Solid Waste Division**

**I. Background:**

The City currently provides waste collection services to approximately 44,300 residential units. Collection is provided on Monday through Thursday. Since 2003, the residents of the City in single-family homes have been provided with every other week automated curbside collection. Residents of Kiln Creek, Port Warwick, townhomes, condominiums, and mobile home parks receive weekly manual curbside collection. There are 6 drop-off collection containers provided for residents that do not receive curbside collection services. In 2008, approximately 10,866 tons of material was collected in the residential recycling program. The following materials are collected: aluminum and metal cans, empty aerosol cans, aluminum foil and foil products, bi-metal and tin plated steel cans, glass bottles and jars, newsprint, magazines and telephone books, plastic bottles with a neck (#1 PET and #2 HDPE), corrugated cardboard, chipboard, paper (junk mail, computer printout, colored and white paper, circulars, envelopes, flyers, glossy paper), and brown paper grocery bags.

**II. Scope of work:**

**A. General Requirements:**

The Contractor shall furnish all effort to include labor, materials and equipment necessary to provide curbside and drop-off recycling services to the residents of the City and perform other related services. The City shall provide and maintain the automated carts. Services shall provide for the collection and recycling of the materials currently collected unless current market conditions limit the acceptability of certain products. Deletion of materials shall require approval of the City. Additional materials may and shall be added to the program, with approval from the City, as markets develop. The Contractor shall provide automated curbside collection services every other week. Curbside refers to the portion of the right-of-way adjacent to paved or traveled public roadways. Containers will be returned in an upright position by the contractor as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, residents who place containers as close as practicable to an access point for the collection vehicle will be collected by the contractor and will have their container returned in an upright position by the contractor as close as practicable

RESIDENTIAL RECYCLING CONTRACT

to the access point. Backyard collections will be collected in their standard manner. The Contractor shall check each routed household in the designated area and will collect recyclables set out in the containers provided. Work shall include, but not be limited to, furnishing the following services:

1. Automated curbside recycling collection services to approximately 39,100 single family residential units. Manual curbside recycling collection services to approximately 5,170 condominium/townhome/mobile home communities.
2. Drop-off recycling services to six (6) drop-off recycling 30-yard containers throughout the city
3. Igloo option: The City is currently researching converting select communities that receive manual collection to a centralized collection site with the use of suitable drop off containers (igloos).

All issued containers for City use shall meet the approval of the City.

**B. Specific Requirements:**

1. Term:

The contract period shall be from date of award through October 31, 2014, with an option to renew, at the City's discretion, for one (1) additional year. The beginning date of the services shall start after the contractor is issued a notice to proceed, but should be no sooner than October 1, 2009. The contract may be extended for one (1) term upon mutual agreement of both parties and based on the existing contract terms and conditions. The City shall assume no obligation to renew this contract after the initial term or any subsequent term. Any changes in the contract terms shall be agreed to and accepted, in writing, by the City and the Contractor.

2. Collection Schedule (Curbside):

- a. Curbside collection of recyclable materials shall be performed the same day as the City automated garbage collection routes, unless otherwise approved by the City. Currently, the City uses Friday as a preventative maintenance day. During weeks with city-observed holidays, collection services will be delayed one day. A minimum of city-observed holidays is provided in the appendix. Multi-family residences (townhouse, condominium, and mobile home communities) receiving curbside collection shall be collected on a schedule approved by the City. No routes shall be changed except

in an emergency or with the approval of the Director of Public Works. The Contractor shall complete all routes daily as scheduled. In the event of dangerous driving and collection conditions, the Contractor shall obtain approval from the Director of Public Works, or his designee, for suspension of said service.

- b. Upon request, the Contractor shall provide for the collection of large quantities of corrugated cardboard from households receiving curbside collection service (for example, new occupants of households).
- c. Collection shall be done between the hours of 7:00 a.m. and 5:30 p.m. Route collection shall not be scheduled after 5:30 p.m. Collection beyond this time shall be permitted only in the event of extra heavy workload due to a holiday or excessive equipment breakdown. Any deviations from the established collection hours shall first be approved by the Director of Public Works or his designee.
- d. The Contractor shall be courteous in all interactions with the public and shall refer any complaints/disputes with residents to a supervisor for resolution. Any altercation resulting between the Contractor and a resident shall be reported to the City within a one (1) hour period.
- e. Containers shall be returned to the spot at which they were originally set out and handled in a manner that the container is not damaged. Container lids are to be closed upon completion of service.

3. Collection Schedule (Drop-Off):

- a. Collection frequency at these sites shall be established by the City to ensure material does not exceed the capacity of the containers. Field supervisors are to monitor these sites to ensure containers are not excessively full (such that a litter problem could occur) prior to collection date.
- b. If a container load of materials is not suitable for processing, the Contractor shall notify the City immediately at which time the City shall have the right to inspect said container prior to disposal.
- c. The containers are to be collected in the same fashion as the curbside program, allowing for commingling of recyclable materials. Signage denoting the acceptance of commingling is

required.

4. Containers (Curbside):

The City will provide each resident with either a 64 or 96-gallon, lidded, wheel mounted, automated recycling container. The City will be responsible for lost and stolen automated containers and the maintenance to the automated containers including installation of replacement parts due to normal wear and tear and resident abuse. City provided containers that are damaged by the Contractor's agents, employees or equipment shall be repaired and/or replaced by the City and all associated costs deducted from the following month's payment to the Contractor. Costs for repair may not exceed City cost for replacement on a unit price basis. The City will have the final decision in determining who is responsible for damage.

5. Containers (Drop Off):

- a. The Contractor shall provide roll-on/off recycling containers with a minimum capacity of 30 cubic yards to approximately six (6) public drop-off recycling center sites. Containers shall meet the approval of the City.
- b. The Contractor shall provide igloo collection containers with minimum of 6 separate openings for the collection of aluminum cans and foil products, steel cans, glass bottles and jars, paper products, and plastic bottles for select townhome communities. Containers shall meet the approval of the City.
- c. When a container is picked up for delivery to the Contractor's processing facility, another container shall be left at the collection site for use by the residents. At no time should the site be without a container.
- d. The Contractor shall maintain the containers in a sanitary and odor free condition. Said maintenance shall include, but not be limited to, making necessary repairs to the containers, steam cleaning the containers when determined necessary, replacing container signage and replacing containers that do not meet the City's standards. Containers and pad areas shall be steam cleaned at any time that the City has determined the container has become a nuisance or health hazard.
- e. The Contractor shall be responsible for maintaining the containers in a painted, clean and operable condition. Containers shall be painted with the City's telephone number to which complaints are to be directed.

6. Description of Contract Area:

The contract area is described as an attachment to this request for proposals document. The map shows boundaries of the day of the week each area receives solid waste collection services by the City.

7. Emergency Plan:

No later than ten (10) working days prior to initiation of service, the Contractor shall submit an emergency plan to the Director of Public Works that shall detail those actions which the Contractor will take to deal with emergency situations such as extreme cold temperatures, snow/ice, fire, or natural disaster which would require a deviation from normal procedures. The Emergency Plan shall also include emergency phone numbers for the key Headquarters, and for key contact persons, such that a responsible contact person is available to the City at all times.

8. Office/Communications:

- a. The Contractor shall maintain normal business hours (7:00 a.m. to 5:30 p.m.). The office shall be staffed during these hours on regular collection days and during other collection periods as may be scheduled. The City may elect to use email communication. The Contractor shall be capable of sending and receiving email.
- b. The Contractor shall notify the City in writing of any change in management, ownership, processing, or staffing levels within 10 days of the event.

9. Complaints:

It is the vision of the City of Newport News Department of Public Works to provide an excellent level of public service where community satisfaction is of utmost importance.

- a. Complaints from residential households shall be taken by the City and handled by the Contractor on a daily basis. Complaints or inquires shall be answered within an eight (8) hour workday after receipt by the Contractor.
- b. The Contractor shall maintain a list of all complaints received directly by the City, the nature of the complaint, the address of the complainant, the corrective action taken to satisfy the complaint and a

suggested program of improvements to preclude future complaints of a similar nature. A written summary of compliant log shall be delivered to the City monthly for inspection.

- c. The Contractor shall also maintain an on-board log in each collection vehicle and supervisor vehicle for the purpose of recording the household address and date of issuance of a container rejection sticker. If a container containing unacceptable materials is set out for collection by a participating resident, the Contractor may decline to collect such materials and shall give the resident warning notice. Such warning notice, or other notice of reasons for the Contractor's failure to collect the materials, shall be given by the use of a rejection notice that the Contractor shall properly mark with reason for leaving the container and date of rejection. Failure to identify reason for rejection of recyclables will be viewed as a miss on the Contractor's part.
- d. The Contractor shall designate a responsible supervisor, with a vehicle, who shall be present at all times within the City limits while collection operations are in progress. The supervisor shall be available to monitor collections, receive and respond to complaints, answer inquiries and resolve disputes with respect to the services supplied pursuant to the contract. The supervisor shall have a pager, cellular telephone, or other means to immediately receive complaints and inquires from the City. Because of the important role the supervisor plays, he/she will need to be available and responsive during normal business hours (7:00 a.m. to 5:30 p.m.).
- e. The Contractor shall provide a written response to all complaints forwarded by the City on a daily basis. The Contractor shall respond to complaints within one working day (eight work hours) and provide a written response to the City at the end of the response period.

10. Generation of Materials:

Because future increases or decreases in the population, number of units, or generation of residential recyclables cannot be guaranteed, it is expected that the Contractor will create their own projections of amounts of materials to be generated and collected for the purposes of formulating their bids.

11. Processing and Processing Facility:

The manner that the collected materials are processed and the design and process are the responsibility of the Contractor. The proposal shall include a description of the general specifications of equipment in the processing

facility and a materials flow diagram illustrating the materials handling process.

12. Marketing/Disposal:

The Contractor is responsible for developing markets for the recycling of collected materials. The Contractor shall recycle materials collected and shall not dispose of them in landfills or other disposal sites. No more than ten (10) percent of the materials, including non-recyclable materials, collected shall be landfilled or disposed of in any manner other than as secondary materials without the prior approval of the City. Disposal of recycling rejects separated from the recyclable materials during processing shall be at the expense of the Contractor. The Contractor shall specify in their proposal, where recycling rejects will be disposed. Any storage of recyclable materials by the Contractor shall be conducted so as to prevent the attraction, harborage or breeding of insects or rodents and to avoid conditions harmful to public health or which create safety hazards, odors, unsightliness or public nuisances.

13. Reporting Requirements:

Reports shall be prepared by the Contractor to provide data to assist the City in measuring progress toward achievement of the mandated recycling goals. Data provided shall be factual and accurate. The following are the minimum required reports, with additional reports being optional:

a. Monthly Reports

1. Set-Out Rate – The Contractor shall record set-out rates for each route in the City daily and report them to the City in the aggregate monthly.
2. Weights of Materials – Weighing of recyclables collected by route shall be performed daily and reported monthly along with general comments regarding significant changes from previous months.
3. Marketing Report – The Contractor shall report sales of secondary materials, by type, quantity, end markets, other potential markets, method, and dates of shipments.
4. Complaint Log – Copies of all complaints received during the month and the corrective actions taken, shall be delivered to the City.

5. Rejection/Delivery Log – A written summary of on-board log information shall be provided describing the number, reason, and pattern (i.e., geographic location) of warning/rejection stickers issued during the previous month.

b. Quarterly Reports

1. Stockpiled Materials Report – The quantity of collected materials on hand or in storage awaiting sale shall be reported on a quarterly basis.

2. Recommended Collection Improvement – The Contractor shall provide quarterly recommendations, if any, of methods to improve collection procedures or promotions to: (i) reduce costs, or (ii) increase quantities collected (e.g. through increasing participating rate.)

c. Start-Up Reports

Route Timing – During the first month, the Contractor shall determine an average time to complete each route by timing each route at least twice.

14. Educational/Promotional Materials:

The City shall be responsible for the creation of educational and promotional materials. Up to four times per calendar year, the Contractor may be called to assist in a delivery and/or mailer of materials (such as flyers and/or promotion of recycling) to residents at no additional charge.

15. Site Inspection:

Actual households served will be the basis for invoicing the City. In November 1999, the City and the current Contractor audited the routes and came to an agreement on the number of households in the city. Subsequently, all newly constructed homes have been added and demolished homes removed on a monthly basis.

The successful offeror shall not be relieved of the obligation to execute the contract or to fully perform all obligations under the contract by reason of any error, miscalculation or omission in the inspection of the sites for work or the computation of the cost of the work to be performed.

The City shall have the right to inspect routes, facilities, recyclables, equipment, complaint logs or procedures during normal business hours.

16. Notice to Proceed:

Since no interruption of the existing service is permissible, any service transitions must be coordinated and executed on the starting date set forth in the Notice to Proceed. The City will issue the Notice to Proceed within a reasonable time should any changes occur within the contract period after the award of contract.

17. Property Damage:

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

18. Litter:

The Contractor shall be responsible to ensure the cleanliness of the pickup area, both automated curbside and at the drop off containers, immediately after collection. The Contractor shall employ the necessary equipment that will eliminate spillage and scattering of material during the servicing of the containers. Should spillage and/or scattering occur, the Contractor shall be responsible for cleaning and removing any debris resulting from their operation.

19. Vehicle Maintenance:

The Contractor shall provide an appropriate number of vehicles for regular collection services, and an adequate spare vehicle ratio (6:1) to ensure regular collection services are completed. All collection vehicles shall be equipped with communication equipment to provide immediate contact with the base office. The Contractor shall maintain the vehicles and other equipment utilized in the performance of the services in a well maintained, sanitary and odor free condition. Vehicles used for the collection of the material shall be designed to prevent material and/or material residue leakage. Each vehicle shall have clearly visible on each side the name of the Contractor and the City's telephone number for complaints, and a conspicuous vehicle identification number.

20. Billing:

- a. The Contractor shall invoice the City on a monthly basis. Prices proposed for the services shall remain firm throughout the first

year of the contract term. Thereafter, unit prices applicable for each successive year shall be changed to reflect the percentage in the Consumer Price Index (CPI) for the past twelve-month period ending in March of the existing contract year. If the CPI decreases in any given year, the City may review the contract for reduction of contract fees.

- b. The Contractor shall mail the City of Newport News an invoice for services rendered within ten days following the end of the preceding month. The Contractor's invoice shall indicate:
1. The number of households served on the 1<sup>st</sup> or before the 16<sup>th</sup> of the month.
  2. The number of households served on or after the 16<sup>th</sup> of the month.

The City shall pay for a full month the number of households available for service for the entire month or added to the collection system before 16<sup>th</sup> of the month. The City shall not pay for any households added to the collection system on or after the 16<sup>th</sup> of the month.

3. There will be no adjustments made to the cost per household due to fluctuating markets. Prices should be based on the Contractor's risk. Negative revenue is not permitted.

22. Laws And Regulations:

The Contractor's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as through herein written out in full.

23. Venue:

Any and all suits for any claims or for every breach or dispute arising out of any contract resulting from this solicitation shall be maintained in the appropriate court of competent jurisdiction in the City of Newport News, VA.

24. Conditions Of Work:

Each offeror shall inform himself fully of the conditions relating to the project and the employment of labor therein. Failure to do so shall not relieve a Contractor of his obligation to furnish all materials and labor necessary to carry out the provisions of this agreement.

25. Non-Assignment:

The Contractor shall not assign its rights and duties under any resulting contract without the prior written consent of the City.

26. Subcontractors:

The use of subcontractors and the work they are to perform shall receive prior written approval of the Director of Public Works or his appointed designee. The Contractor shall be solely responsible for all work performed and materials provided by subcontractors. The Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

27. Hold Harmless/Indemnification:

The Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by this contract. The Contractor shall save harmless and indemnify the City and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by the City, assume and defend at the Contractor's sole expense any and all such suits or defense of claims.

28. Termination:

- a. It is fully understood and agreed that in the event the Contractor shall fail to perform work in a manner satisfactory to the City, the City may, at its sole discretion, terminate the services of the Contractor, and upon notice thereof to the Contractor of such termination, the City shall not be obligated to pay for work

performed after the date of the notice. Should such a cancellation occur it shall not limit the City to other remedies that may be allowed under the Contract or under law.

- b. If the Contractor fails to provide and maintain insurance policies and endorsements as required by this Contract; or fails to provide the proof of insurance as required by this Contract, the City may terminate the Contract.
- c. The City may Terminate this Contract if the Contractor:
  - i. Fails to fulfill or maintain in a timely and proper manner any obligations, duties or provisions of or under this Contract.
  - ii. Fails to provide and maintain the insurance policies and endorsements as required by this Contract; or fails to provide the proof of insurance as required by this Contract.
- d. The City may terminate this contract upon the Contractor's default of any material duty or obligation of the Contractor under this Contract and the Contractor's failure to cure such default within thirty (30) calendar days. The Contractor shall provide the City a schedule of cure within fifteen (15) calendar days of receipt of the City's notice of default, shall begin action to cure the default within said thirty (30) calendar days, and shall diligently proceed to cure the default. The City may accept the Contractor's schedule of cure, may make a written demand that the Contractor cure the default within a time period set by the City, or may terminate this Contract at the end of the thirty-day default period.

Nothing in the above section prevents the City from exercising any and all legal rights to hire a third party or provide services on a short term or long term basis, and pursuing reimbursement of the City for any expenditures that results from the Contractor's default, including any and all attorney fees and other costs that the City may incur.

The foregoing does not preclude any other remedies associated with failure to collect or other contractual requirements or additional remedies which may be available to the City.

- e. The Contractor agrees that monetary damages are not an adequate remedy for the Contractor's failure to collect all the recyclables as

required by this contract, nor could monetary damages be the equivalent of the performance of such obligation. The Contractor hereby consents to legal proceedings in a court of competent jurisdiction within the City of Newport News, Virginia.

- f. Upon the effective date of termination as contained in the notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all service in connection with this contract. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the Director of Public Works showing in detail the services performed under this Contract to the date of termination. The City agrees to compensate the Contractor for that portion of the services actually performed under this contract not previously paid for, less any charges of deductions authorized by the contract.
- g. Any termination of this contract shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the City nor relieve the Contractor of the obligation to file any daily, weekly, monthly, quarterly or annual reports covering the period prior to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

31. Breach of Contract:

The Contractor shall have fifteen (15) calendar days from date of written notice from the City of breach of the terms of this contract to correct any problems. If the problems are not corrected to the City's satisfaction, the City reserves the right to terminate the contract, without penalty to the City.

The City will investigate reports of missed collections. If a missed collection is verified, the City will notify the Contractor of the date and area in which the missed collection occurred. If the Contractor fails to collect the missed collection within eight (8) working hours, the City may, at its option, perform the collection, and the first ten occurrences of any misses in any 30-day period, charge the Contractor \$100 per occurrence. Starting with the 11<sup>th</sup> missed collection in a 30-day period, the City may, at its option, perform the missed collection and charge the Contractor \$200 per occurrence.

- a. In the situation where a household has a history of repeated misses, the City shall investigate the matter. If a history of misses is verified (more than one miss in a six-week time period), the City

will notify the Contractor in writing of the date and household address in which the missed collection occurred. The City may charge the Contractor \$100 per occurrence, per household address, as liquidated damages. Starting with the 5<sup>th</sup> repeat miss at the household address, the City may charge the Contractor \$200 per occurrence, per household address as liquidated damages.

- b. Failure to remedy a cause of a complaint may be considered a breach of contract. The Contractor shall notify the City when these deficiencies have been corrected.
- c. The City also retains the option to consider any missed collection a default of the conditions of this contract, at which time the City may take actions to ensure the continued collection of recyclables in protection of the health and welfare of the City's residents:
  - 1. Employ such means it may deem advisable and appropriate to continue operations.
  - 2. Deduct any and all operating expenses incurred by the City from any money then due or to become due to the Contractor, and should the City's cost of continuing the operation exceed the amount due the Contractor, collect the amount due either from the Contractor or surety, or both.

32. Proposal Requirements and Format (Submittals):

Submit *one* original (conspicuously marked "ORIGINAL") and three (total of four documents) complete copies (including any/all special attachments, certifications, etc...) of the proposal package. Include all information requested and any other information thought to be relevant to completely address the Request for Proposals (RFP) requirements. Should the Offeror fail to address all requirements of the RFP, or fail to provide adequate or complete documentation, as determined by the evaluation committee, the Offeror's proposal may be eliminated from further consideration. Each proposal shall be organized and bound separately, and shall include as a minimum, the following to be considered *responsive* to the RFP

The **Request for Proposal document** with any addenda acknowledgements filled out and signed as required. The person that signs the RFP shall have the authority to negotiate the full scope of the offered services and provisions on behalf of the

organization and shall be authorized to bind the contract to the terms and conditions of this RFP.

The proposal shall describe, in detail, the entire collection, processing and marketing program to be implemented by the Contractor from collection at curbside through delivery to markets. This description shall be in sufficient detail to allow the City to evaluate the potential for success. Emphasis should be placed on what equipment will be used, where processing and equipment storage will be done, and personnel and equipment requirements to ensure all aspects of the system work smoothly. The proposal shall provide all of the information relevant to its evaluation. The proposal shall be organized to the following format and include, at a minimum:

- a. The Contractor shall provide a concise description of its work experiences as related to the scope of work outlined herein. Said description should include, but not be limited to: (1) number of years The Contractor has been providing these types of services, (2) summaries of various accounts served by the Contractor that highlight their experience in providing these services, (3) references and other documentation to verify the Contractor's experience in collection, processing and marketing of recyclable materials. For each reference, the name, address, and phone number along with the name of a contact person shall be given.

1. Collection

- a. Description of collection methods and process to be used, including personnel requirement and equipment spare ratio.
- b. Manufacturer's literature on collection equipment.
- c. Specifications of collection equipment.
- d. Recommendations for warning/reject sticker notification system.

2. Material Processing

- a. Description of type of processing to be used and the equipment to be used.
- b. Identification of the location of the processing facility(ies) to be used.

- c. Specification of disposal site for rejected recyclable products at processing plant.
  3. Program Reporting
    - a. Discussion of the Contractor's reporting capability.
    - b. References from communities receiving similar reports.
    - c. Identification and justification of any reporting detail(s) in RFP that the Contractor deems proprietary.
  4. Examples of reporting forms that the Contractor has used with other communities.
- b. The Contractor shall provide a description of the qualifications and skills of the organization and personnel that shall be responsible for performance of the service. Such description shall, at a minimum, include:
  1. Background information about the organization-e.g., philosophy, ownership, officers, and directors.
  2. The Contractor's qualifications to perform the service.
  3. Qualifications of key employees that shall be associated with performing the services.
  4. The Contractor's management structure-e.g., organization chart of the firm, etc.
  5. The Contractor's capability to design, operate, and market the services described herein.
  6. A list of resources available to the Contractor for the performance of the contract, e.g., number and location of facilities, equipment, personnel, etc.
  7. Description of financial stability and other resources that most adequately ensure the delivery of acceptable services to the City. The Contractor shall indicate the type of organization they represent – ie., individual, partnership, or corporation. If the Contractor represents a corporation or partnership, the names of the President, Vice President, Secretary, Treasurer,

and all principals or partners shall be listed. If available, the Contractor should provide financial statements – i.e., audited annual financial reports for the previous three years.

**Reference 1**

<b>Name of Business, City, County or Agency</b>	<b>Street Address</b>	<b>City &amp; State</b>	<b>Contract Dates</b>
<b>Contact</b>	<b>Title</b>	<b>Telephone</b>	<b>Email Address</b>
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

**Reference 2**

<b>Name of Business, City, County or Agency</b>	<b>Street Address</b>	<b>City &amp; State</b>	<b>Contract Dates</b>
<b>Contact</b>	<b>Title</b>	<b>Telephone</b>	<b>Email Address</b>
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

**Reference 3**

<b>Name of Business, City, County or Agency</b>	<b>Street Address</b>	<b>City &amp; State</b>	<b>Contract Dates</b>
<b>Contact</b>	<b>Title</b>	<b>Telephone</b>	<b>Email Address</b>
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	


**1. Additional Contractor Data:**

- a. Years in Business supplying like services as outlined in these specifications:  
\_\_\_\_\_years \_\_\_\_\_months.
- b. Business Location: proximity to the job-site; \_\_\_\_\_ miles.

Offeror maintains that he/she is able to provide qualified personnel, working equipment, specified materials, storage of materials/equipment, etc within a reasonable period of time to the job-site in order to complete the described work in an effective and efficient manner.

- c. Briefly describe your company’s size and organization:

---

---

---

---

---

- d. Alternative Contacts for Firm: Please print clearly the data for the following alternative contacts:

**Email Address:** \_\_\_\_\_

**Cell Phone(s):** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

Upon contract award the firm shall provide, as available, the above alternative contacts for key personnel and supervisors responsible for the project.

- 2. **Plan to Utilize Small, Minority, and Women Businesses:** - SBE, MBE, and WBE (small business utilization): Provide a statement of how your firm intends to utilize minority and female applicants during the course of this contract. Although no specific goals are set by the City of Newport News, participation of such enterprises is encouraged.

All proposals submitted under this RFP shall become the property of the City of Newport News and will not be returned (see *Trade Secrets/Proprietary Information section*).

33. Incentive Based Program:

Should the City pursue an incentive based recycling program, successful offeror agrees to perform the collection of single stream recyclables in accordance with the collection requirements as per the following:

HAULER WILL:

1. Train employees to operate the retro-fitted equipment provided by City's choice of vendor.
  - a. On board identification and weighing equipment system to be installed on recycling collection vehicles.
  - b. System management hardware, including the radio frequency identification (RFID) onboard reader, to be installed on recycling collection vehicles.
  - c. Software for the weighing, identification and data management systems including the wireless data transfer system.
  - d. [Sixty-four (64) gallon or ninety-six (96) gallon] residential carts with wheels, lid and RFID technology for use by the City.
2. Give access to the equipment on the truck(s) to technical team for repairs and downloading.
3. Always use the tipper when dumping the cart.
4. Immediately report any malfunction of retro-fitted equipment to the City.
5. Immediately report a broken cart to the City.
6. Sign a Hold Harmless Agreement.

Volume and Participation Guidance:

Existing incentive-based collection programs have yielded significantly larger participation and diversion rates than historical recycling programs. In many cases, the diversion rates and participation rates were 3 to 4 times higher than historical rates. We expect results that are similar to those detailed. An increase in the diversion rates and participation rates is expected to be 2 times higher than historical rates.

Collection Guidance:

All materials in the incentive-based program will be collected Single-Stream from 64 or 96-gallon containers, equipped with wheels and a lid that can be mechanically dumped into the collection vehicle. The containers will have a Radio Frequency Identification (RFID) tag affixed. The containers will be provided by the City to each household the City designates. Each recycling collection vehicle must be retrofitted with a specific type of cart tipper, scale (potential), and RFID reading system for incentive-based collection.

## PROPOSAL COST

Offeror shall enter their prices to perform the services as indicated below. Prices quoted shall be inclusive of all the costs to perform the services. Exact dollar amounts must be provided; price ranges will not be acceptable.

Kiln Creek and Port Warwick single-family detached homes are to be provided the same service capacity as single-family households with weekly manual collection.

- A. Monthly cost to provide automated curbside service, including processing and marketing of materials, per residential unit using 64-gallon carts provided and maintained by the City (up to 10% may be 96-gallon carts).

With 10% revenue sharing  
\$ \_\_\_\_\_  
Without 10% revenue sharing  
\$ \_\_\_\_\_

- B. Monthly cost to provide manual curbside service, including processing and marketing of materials, per residential unit using 18-gallon bins.

With 10% revenue sharing  
\$ \_\_\_\_\_  
Without 10% revenue sharing  
\$ \_\_\_\_\_

- C. Monthly cost to provide recycling service to drop off containers.

Cost per 30 cubic yard container (rental)  
\$ \_\_\_\_\_

Cost per 30 cubic yard container (collection)  
\$ \_\_\_\_\_

Cost per additional pull  
\$ \_\_\_\_\_

Cost per suitable collection containers (igloos) (rental)  
\$ \_\_\_\_\_

Cost per suitable collection containers (igloos) (collection)  
\$ \_\_\_\_\_

Cost per additional pull  
\$ \_\_\_\_\_

**Alternate Proposal Conditions:**

As residential participation increases, total tonnage should increase, thereby increasing the contractor's profit. Please provide a revenue share benefit to reflect the suggested three tiered option listed below:

1. <10,000 tons = revenue sharing of 10%
2. 10,000 to 11,999 tons = revenue sharing of 12%
3. > 12,000 tons = revenue sharing of 14%

**SPECIAL CONDITIONS AND INSTRUCTIONS**

**PRICING**

Prices quoted must remain firm for the entire contract term.

**SMALL, MINORITY, WOMEN-OWNED  
BUSINESS OBJECTIVES**

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

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

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

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

SBE       MBE       WBE

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

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

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

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

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

---

---

**ANTI-COLLUSION CERTIFICATION**

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

### **EVALUATION CRITERIA**

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

- Offeror's experience, reputation and demonstrated understanding with collection, processing, and marketing of recyclables within the United States at a similar scale.
- Offeror's proposed overall program cost. The total annual program cost will also be considered. Price shall be considered in proposal evaluations, but need not be the sole determining factor.
- Offeror's ability to implement collection and processing services on the required start-up schedule should adjustments be made to manually collected neighborhoods.
- Suitability of the proposal to fulfill the City's requirements.
- Technical soundness of offeror's proposed collection, processing, and marketing procedures – including proposed personnel, vehicles, processing equipment, processing, and storage facilities, etc.
- Offeror's financial strength as it pertains to ability to accomplish the objectives of the projects without limitation.
- Offeror's flexibility and capacity to expand the collection program within or outside the originally established service areas.
- Offeror's record of compliance with all Federal, state and local laws regulations within the
- Location of processing facility and benefits such as employment and tax revenues available to the host community.
- Responses from project references.
- Contractor's commitment to and track-record in record-keeping, reporting, and response to service requests as specified in this RFP.

**EVALUATION PROCEDURES AND SELECTION METHOD**

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

<http://www.nngov.com/purchasing/resources/purchasingcode>.

**AWARD**

Award will be made in accordance with Code of Newport News, Virginia Section 2-570, Award. Award shall be made to the responsible offeror whose proposal is determined in writing to be the more advantageous to the city, taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made.

The award of a contract shall be the sole discretion of the City. *The City reserves the right to make multiple awards from this solicitation.* The award(s) shall be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of Award may also appear on the purchasing website: [www.nngov.com/purchasing](http://www.nngov.com/purchasing)

**QUESTIONS**

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

**DIRECT CONTACT**

**Direct contact with any City employee, including the Department of Public Works without the expressed permission of the Director of Purchasing or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.**

**DEBRIEFING**

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

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

**TRADE SECRETS / PROPRIETARY INFORMATION**

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

Please mark one:

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

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

---

---

---

---

---

---

---

## **INSURANCE ENDORSEMENTS**

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

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

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

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

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

---

POLICY NUMBER: \_\_\_\_\_ COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organizations:

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

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

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

CG 20 10 10 93

**Endorsement**

**Alternate Employer  
WC 00 03 01**

**Policy Amendment**

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

<b>INSURED</b>	<b>POLICY NO.</b>	<b>SEQ. NO.</b>
----------------	-------------------	-----------------

<b>PRODUCER</b>	<b>EFFECTIVE DATE</b>
-----------------	-----------------------

**SCHEDULE**

Alternate Employer	Address	State of Special or Temporary Employment
<b>City of Newport News c/o Purchasing Department 2400 Washington Avenue Newport News, Virginia</b>		

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

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

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

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

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

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

**WORKER'S COMPENSATION**

**CERTIFICATE OF COVERAGE**

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

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

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

The undersigned organization stipulates that it either:

A. Has worker's compensation insurance \_\_\_\_\_ Yes

Insurance Company: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

B. Is self-insured for workers' compensation \_\_\_\_\_ Yes

Title of Service Contract: **Residential Recycling Contract**

Contract Number: \_\_\_\_\_

Signed By: \_\_\_\_\_

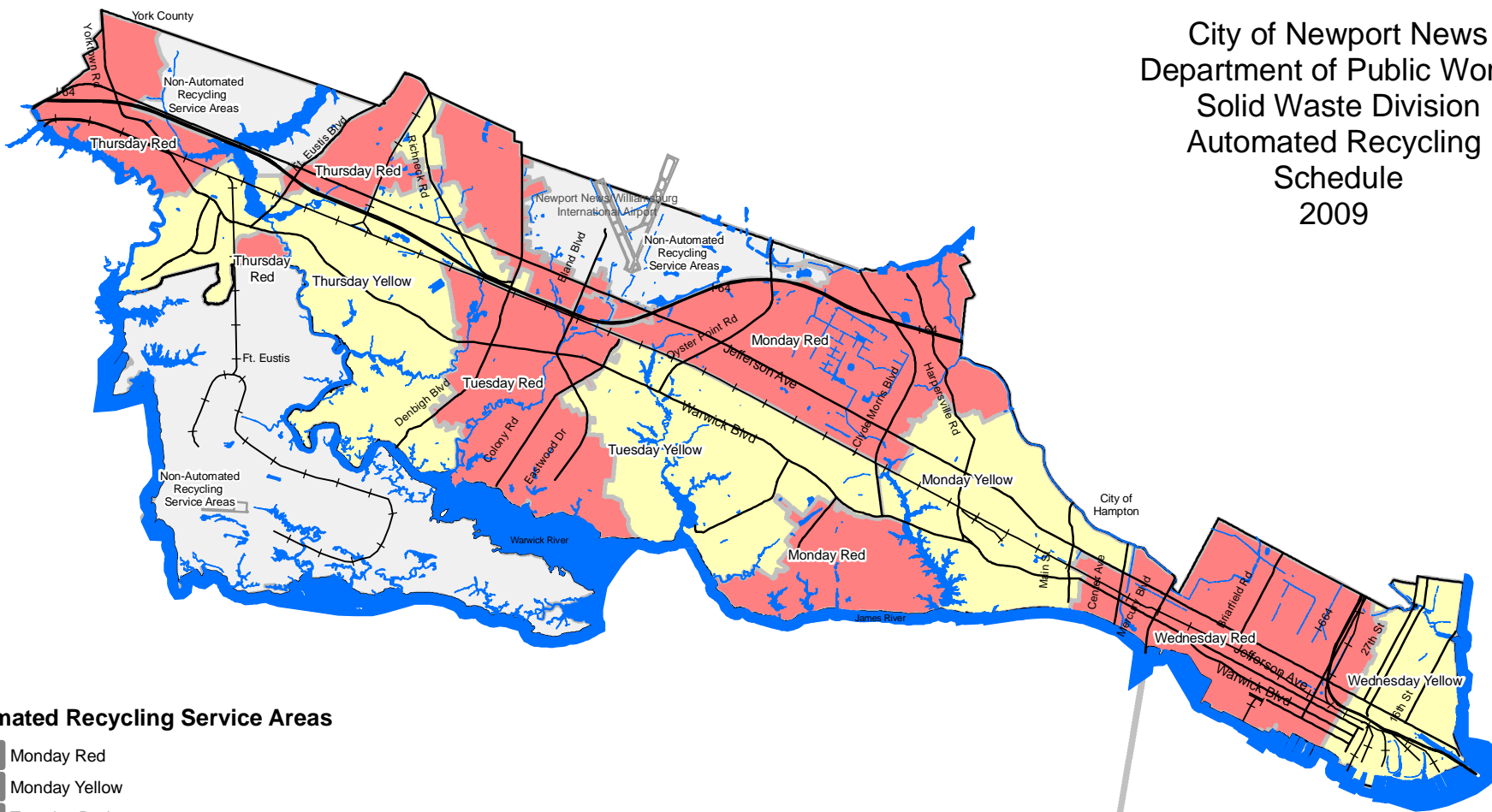
Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

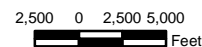


City of Newport News  
 Department of Public Works  
 Solid Waste Division  
 Automated Recycling  
 Schedule  
 2009



**Automated Recycling Service Areas**

- Monday Red
- Monday Yellow
- Tuesday Red
- Tuesday Yellow
- Wednesday Red
- Wednesday Yellow
- Thursday Red
- Thursday Yellow
- Non-Automated Recycling Service Areas



**Disclaimer:**  
 The City of Newport News Department of Public Works' geographic data cannot be redistributed in any form without written permission from the Department. Purchasers acquiring data exclusively for resale or redistribution must contact the City of Newport News Department of Public Works to negotiate redistribution arrangements.  
**Liability Issue:**  
 All City of Newport News Department of Public Works geographic data is provided as is for general information only without warranty of any kind. The City of Newport News does not warrant its accuracy, completeness, or its suitability for any specific purpose. The City of Newport News will not be held liable for problems that arise due to poor data quality or content. In no event shall the City of Newport News be held liable for damages of commercial, residential, financial, financial, or other nature of any kind arising out of the use of or reliance on the geographic data or materials. By providing this data, the City of Newport News reserves the obligation to advise the purchaser of the use of the data or with anything associated with using the data. The data should not be relied on without appropriate field verification.  
 Virginia State Code: §§ 64.1-401 and 64.1-402  
 Any determination of topography or condition, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination.