



Request for Proposals

RFP # 3423892CM

RFP Title TRASH / RECYCLING
COLLECTION AND DISPOSAL
SERVICES

Date October 14, 2010



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

A VASCUPP Member Institution

Issue Date:	October 14, 2010
Title:	TRASH / RECYCLING COLLECTION AND DISPOSAL SERVICES
Issuing and Using Agency:	Virginia Commonwealth University Attention: Carol McKinley 10 S 6 th St., 2nd Floor POB 980616 Richmond, Virginia 23298-0616
Period of Contract:	One (1) Year With Four (4) Successive One (1) Year Optional Renewal Periods

All Inquiries For Information Should Be Directed To: ISSUING AGENCY, address listed above at Phone: (804) 828-0160, VOICE TDD: (800) 828-1120

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT AND PAYMENT ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT AND PAYMENT.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University Purchasing. Any Work Relative To This Solicitation Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University.

_____	Date: _____
_____	By (<i>Signature In Ink</i>): _____
_____ Zip Code _____	Name Typed: _____
E-Mail Address: _____	Title: _____
Telephone: (____) _____	Fax Number: (____) _____
Toll free, if available	Toll free, if available
DUNS NO.: _____	FEI/FIN NO.: _____

PRE-PROPOSAL CONFERENCE WILL BE HELD: An optional Pre-Proposal conference will be held on October 26, 2010 at 10:00 AM (See Section VIII, Page 46, herein).

THIS SOLICITATION CONTAINS 68 PAGES.

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I. **PURPOSE:**

The intent and purpose of this Request for Proposals (RFP) is to establish a term contract (for one {1} year with four {4} successive, one {1} year optional renewal periods), for Virginia Commonwealth University (the lead issuing institution), an agency of the Commonwealth of Virginia, with:

- **LOT 1 (Section IV-1, the “STATEMENT OF NEEDS”):**
 - One (1) qualified firm to provide / perform “Trash / Recycling Collection and Disposal Services.”
- **LOT 2 (Section IV-2, the “STATEMENT OF NEEDS”):**
 - One (1) or more qualified firms to provide / perform “Recycling Collection and Disposal Services”; VCU in its sole discretion will determine the number of awards (contracts) required to meet VCU’s “Recycling Collection and Disposal Services” requirements.

For the purposes of this solicitation, Offerors:

- (LOT 1) May submit a proposal to provide / perform for trash collection and disposal services **only “ON-SITE (AT VCU)” or only “OFF-SITE (NOT AT VCU),”**; or may submit a proposal for **both** options; VCU, in its sole discretion, will determine which option best meets VCU’s requirements.
- Offerors **do not** have to submit a proposal for **each** “LOT” in order to submit a proposal: Offerors may submit a proposal for **either “LOT 1” or “LOT 2”**; **or** may submit a proposal for **both “LOT 1” and “LOT 2.”**

VCU will assign a separate VCU Contract Administrator (or designee) for **“LOT 1” and “LOT 2”**; the Contractor shall direct all communication relevant to the “LOT”(s) awarded to the Contractor, to the applicable VCU Contract Administrator (or his/her designee).

It is the intent of this solicitation and resulting contract(s) to apply the following cooperative provision to “Additional Staffing” and “On-Call Services”:

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. *The Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract.* No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing *institution*. The lead-issuing *institution* shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the *lead-issuing institution* is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

II. OPTIONAL USE CONTRACT:

The resulting contract(s) will be an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

III. THE UNIVERSITY:

Located on two downtown campuses in Richmond, VCU enrolls more than 32,000 students in 211 certificate and degree programs in the arts, sciences and humanities. Sixty-nine of the programs are unique in Virginia, many of them crossing the disciplines of VCU's 14 degree-granting schools and one college. As one of the nation's top research universities, VCU attracts more than \$225 million a year in sponsored research funding.

Twenty-seven VCU graduate and professional programs are ranked among the best in the nation in U.S. News & World Report's "America's Best Graduate Schools." These include the No. 1 ranked sculpture and nurse anesthesia programs.

VCU Life Sciences has developed into a university-wide discipline that builds upon the university's traditional scientific strengths in the biological sciences, basic biomedical sciences, patient care, biomedical engineering and biotechnology. VCU Life Sciences is comprehensive in its involvement of all levels of students in the study of life sciences, from freshmen to students in the professional programs to Ph.D. candidates, and integrates diverse disciplines from all over the university, including the academic medical center as well as arts and humanities.

VCU Medical Center is one of the nation's leading academic medical centers and stands alone as the only academic medical center in Central Virginia. The medical center includes the 780-bed MCV Hospitals and outpatient clinics, MCV Physicians — a 600-physician-faculty group practice, and the health sciences schools of VCU. The VCU Medical Center offers state-of-the-art care in more than 200 specialty areas, many of national and international note, including organ transplantation, head and spinal cord trauma, burn healing and cancer treatment. The VCU Medical Center is the site for the region's only Level 1 Trauma Center. As a leader in health care research, the VCU Medical Center offers patients the opportunity to choose to participate in programs that advance evolving treatment, such as those sponsored by the National Cancer Institute through VCU's Massey Cancer Center, Virginia's first NCI-designated cancer center.

VCU's nationally recognized theatre, music and dance programs offer more than 365 concerts, performances and recitals a year. The Anderson Gallery showcases regional art as well as work by international artists.

VCU is an urban leader, forging ties with business, industry and government in such innovative projects as the collocation of the schools of Business and Engineering, the da Vinci Center for Innovation in Product Design and Development and the Virginia BioTechnology Research Park.

The university and its medical center are the largest-single employer in the Richmond area, with more than 12,000 full-time and 6,000 part-time employees, including 1,900 full-time instructional faculty — many of them nationally and internationally recognized in their fields. John B. Fenn, Ph.D., research professor in the Department of Chemistry and affiliate professor of chemical engineering, was one of three international scientists to be awarded the 2002 Nobel Prize in chemistry.

VCU's 16 varsity sports compete at the NCAA Division I level as members of the Colonial Athletic Association. In recent years, VCU has participated in NCAA Tournaments in men's and women's basketball, baseball, golf, men's soccer and men's and women's tennis.

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities. By submitting a proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.

IV. **STATEMENT OF NEEDS:**

IV-1 **LOT 1 - TRASH / RECYCLING COLLECTION AND DISPOSAL SERVICES:**

A. **Definitions:**

For the purpose of this RFP:

1. **Trash:**

a. "Trash" should be defined to include, but not limited to, all:

(1) Miscellaneous trash / debris, excluding:

(a) Recycling materials (refer to **Section IV-1**, the **"STATEMENT OF NEEDS,"** subsection **"A.2."**);
and

(b) Tree leaves and debris resulting from inclement weather.

b. "Trash Collection Points" ("TCPs") should be defined as all exterior:

(1) Trash receptacles, to include, but not limited to:

(a) Trash cans;

(b) Cigarette butt / ash receptacles (i.e. attached to the trash can);

(c) Sand-type containers; and

- (2) BigBelly Solar Intelligent Waste Collection units ("BigBellies").
 - c. "Trash Dumpster" should be defined to include:
 - (1) Front Load Containers;
 - (2) Compactors; and
 - (3) Roll-offs.
2. Recycling:
- a. "Recycling materials" should be defined to include, but not limited to, all:
 - (1) Commingled materials, to include:
 - (a) Aluminum and steel cans;
 - (b) Brown, green and clear glass; and
 - (c) Polyethylene Terephthalate ("PETE") and High Density Polyethylene Terephthalate ("HDPE") plastic bottles.
 - (2) Waste paper (all grades), to include, but not limited to:
 - (a) Mixed paper;
 - (b) Books;
 - (c) Newspapers;
 - (d) Phone books;
 - (e) Office ledger paper, to include:
 - (i) Colored paper;
 - (ii) Corrugated cardboard;
 - (iii) File stock;
 - (iv) Magazines; and
 - (v) White ledger.
 - b. "Recycling Collection Points ("RCPs") should be defined as all exterior:
 - (1) Recycling stations; and
 - (2) BigBelly Solar Intelligent Waste Collection units ("BigBellies").
3. Policing:
- a. "Policing" should be defined to include, but not limited to:
 - (1) Sweeping, picking-up and depositing all loose:
 - (a) Trash in the TCP / trash dumpster; and

- (b) Recycling material in the RCP;
 - (2) Immediately retrieving any trash / recycling material dropped in the process of collection / disposition, prior to leaving the area of the TCP / trash dumpster / RCP;
 - (3) Immediately cleaning-up any liquids spilled, prior to leaving the area of the TCP / trash dumpster / RCP; and
 - (4) Closing the trash dumpster.
- b. The Contractor should:
 - (1) **Not** leave any trash outside a TCP / trash dumpster or recycling material outside of an RCP, creating a:
 - (a) Nuisance;
 - (b) Eyesore;
 - (c) Fire hazard; and /or to
 - (d) Blow around on the grounds.
 - (2) Immediately advise the VCU PPD Contract Administrator (or his/her designee) of any problems (e.g. trash around a trash dumpster, not left by the Contractor's personnel; trash dumpsters that are filled to capacity, etc.).
- 4. Business Hours:
 - a. "Normal business hours" should be defined as Monday through Sunday, from 6:30 AM to 3:00 PM, excluding VCU holidays.
 - b. "Outside of normal business hours" should be defines as Monday through Sunday, from 3:00 PM to 6:30 AM, including State and VCU holidays.

B. Background Information:

- 1. BigBellies:
 - a. The BigBellies are manufactured by BigBelly Solar (<http://bigbellysolar.com/>).
- 2. TCPs:
 - a. Trash Cans / Cigarette Butt - Ash Receptacles / Sand-Type Containers:
 - (1) VCU currently has a combined total of 340 trash cans /

cigarette butt / ash receptacles / sand-type containers located throughout the Monroe Park Campus and the MCV Campus (refer to “**LOT 1 - ATTACHMENT A**”).

b. BigBellies (For Trash Only):

(1) VCU currently has a combined total of 17 BigBellies located throughout the:

(a) Monroe Park Campus:

- (i) Founders Hall (by Franklin St.);
- (ii) Ginter House (by Franklin St.);
- (iii) Hibbs Hall (facing the James Branch Cabell Library);
- (iv) Hibbs Hall (facing Shafer Court);
- (v) James Branch Cabell Library (by the lamp post);
- (vi) James Branch Cabell Library (by the bike rack);
- (vii) James Branch Cabell Library (by the street at the Floyd Avenue crossing);
- (viii) Shafer Court Dining Center (by the front entrance);
- (ix) Shafer Court Dining Center (by the tables);
- (x) Shafer Court Compass (the James Branch Cabell Library side);
- (xi) Shafer Street Playhouse; and the
- (xii) University Student Commons.

(b) MCV Campus:

- (i) McGuire Hall (by the bike rack);
- (ii) Medical Science Building (“MSB”; courtyard).
- (iii) Sanger Hall (courtyard);
- (iv) Sanger Hall (Marshall St. entrance); and
- (v) Sanger Hall (11th St. entrance).

3. RCPs:

a. Recycling Stations:

- (1) VCU currently has a combined total of 34 recycling stations located throughout the Monroe Park Campus and the MCV Campus (refer to **“LOT 1 - ATTACHMENT B”**).
 - (2) The recycling stations are labeled to designate / pre-sort the applicable type of recycled material.
 - b. BigBellies (For Trash and Recycling Materials):
 - (1) VCU currently has a combined total of 8 BigBellies (attached to a TCP) located throughout the Monroe Park Campus and the MCV Campus (refer to **“LOT 1 - ATTACHMENT B”**).
 - (2) The BigBellies are for recycling of bottles / cans.
4. Waste Management:
- a. VCU's current waste management contractor is Waste Management, Inc.
 - b. Trash:
 - (1) VCU currently has a combined total of the following types of Waste Management trash dumpsters available for the disposal of collected trash:
 - (a) 26 Front Load Containers located throughout the Monroe Park Campus and the MCV Campus (refer to **“LOT 1 - ATTACHMENT C”**);
 - (b) 2 compactors located on the MCV Campus (refer to **“LOT 1 - ATTACHMENT C”**); and
 - (c) 3 Roll-offs located throughout the Monroe Park Campus and the MCV Campus (refer to **“LOT 1 - ATTACHMENT C”**).
 - (2) Waste Management, Inc. does not service the individual TCPs; VCU personnel currently collect and dispose of, the trash in the trash dumpsters.
 - c. Recycling Material:
 - (1) VCU currently has 2 recycling dumpsters (i.e. Waste Management dumpsters):

Note: These dumpsters are not for the Contractor's use.

- (2) Waste Management, Inc. does not service the individual RCPs; VCU personnel currently collect and dispose of, the recycling material.

5. Campus Maps:

- a. Monroe Park Campus – refer to:
http://www.maps.vcu.edu/pdfs/mp_campus2009.pdf.
- b. MCV Campus – refer to:
http://www.maps.vcu.edu/pdfs/mcv_campus2009.pdf.

C. **Equipment / Tools / Materials / Supplies / Vehicle Requirements:**

At minimum, the Contractor should:

1. General Requirements:

- a. Furnish (and, as applicable, utilize the appropriate type and quantity of) all (**other than** the TCPs / trash dumpsters / RCPs) equipment, tools, materials, supplies (to include TCP / RCP liners {to include liners for the BigBellies}, sand, cleaning solutions, etc.), vehicles / transportation, fuel, water, electricity, incidentals, etc., necessary to provide / perform the “Trash / Recycling Collection and Disposal Services.”

2. Vehicles:

- a. The Contractor should utilize vehicles that can easily approach (without damaging painted surfaces, brick pavers or sidewalks) each (as applicable):
- (1) TCP;
 - (2) Trash dumpster; and each
 - (2) RCP.

3. Green Products:

- a. The Contractor should utilize only “Green Seal Certified” or “Environmentally Certified,” if “Green Seal Certified” or “Environmentally Certified” products are commercially available, to include, but not limited to:
- (1) Liners:
 - (a) The Contractor should utilize liners that are:

- (i) Made with recycled materials; and are
- (ii) Compostable.
- (2) Cleaning solutions.

D. Collection Requirements:

At minimum, the Contractor should:

1. TCP / RCP Service Locations:

- a. Collect the trash from each TCP / recycling material from each RCP on the:
 - (1) Monroe Park Campus; and the
 - (2) MCV Campus.
- b. Mutually establish any change to the location of TCPs / RCPs with the VCU PPD Contract Administrator (or his/her designee);

2. TCP / RCP Quantities:

- a. Mutually establish any change to the number of TCPs / RCPs with the VCU PPD Contract Administrator (or his/her designee); and should:
 - (1) Add / delete TCPs / RCPs based upon the applicable contract **“UNIT PRICE”** for **“Scheduled Services”** (refer to **“LOT 1 - ATTACHMENT D,”** the **“PRICE SCHEDULE”**).

3. Procedures:

- a. Place all (as applicable) equipment, tools, materials, supplies and vehicles, etc. along the work route to provide / perform for the “Trash / Recycling Collection and Disposal Services.”
- b. Trash – Additional Requirements:
 - (1) Strain and remove cigarette butts from the rest of the trash; and
 - (2) Empty all cigarette butts and ashes into a fireproof container.

4. Frequency:

- a. Collect trash / recycling material from each TCP / RCP **one (1) time per day, seven (7) days per week.**

5. Schedule:

- a. Collect all trash / recycling material from each TCP / RCP during normal business hours, on a regular schedule, as mutually established by the Contractor and the VCU PPD Contract Administrator (or his/her designee).

E. Disposal Requirements:

At minimum, the Contractor should

1. Frequency:

- a. Dispose of all trash / recycling material collected from the TCPs / RCPs:
 - (1) As soon as possible after collection from the TCPs / RCPs.
 - (2) **One (1) time per day.**

2. Schedule:

- a. Dispose of all trash / recycling material collected the TCPs / RCPs during normal business hours, on a regular schedule, as mutually established by the Contractor and the VCU PPD Contract Administrator (or his/her designee).

3. Disposal Site:

- a. Trash - Dispose of all trash collected from the TCPs (as mutually established by the Contractor and VCU):
 - (1) On-site (i.e. at VCU) in the nearest trash dumpster – i.e. **not** in a RCP or in a recycling dumpster:

Note: The trash will be removed from / picked-up from the trash dumpsters for final disposition by VCU's waste management contractor.

Or:

- (2) Off-site (i.e. not at VCU); the Contractor should:

- (a) Transport all trash to the nearest Virginia Department of Environmental Quality (“DEQ”) certified / permitted landfill facility;
 - (b) Ensure that all trash is loaded properly into the Contractor’s vehicle;
 - (c) Be solely responsible (to include all costs) for removing / cleaning-up any leakage / spillage from the Contractor’s vehicle(s) while transporting the trash; and
 - (d) Dispose of all trash in accordance with all requirements established by the:
 - (i) Virginia DEQ; and the
 - (ii) Landfill facility.
- b. Recycling - Dispose of all recycling material collected from the RCPs off-site (i.e. not at VCU); the Contractor should:
 - (1) Transport all recycling material to the nearest, appropriate Virginia Department of Environmental Quality (DEQ”) certified / permitted recycling processor / facility;
 - (2) Ensure that all the recycling material is loaded properly in the Contractor’s vehicle;
 - (3) Be solely responsible (to include all costs) for removing / cleaning-up any leakage / spillage from the Contractor’s vehicle(s) while transporting the recycling material to the recycling facility;
 - (4) Dispose of all recycling material in accordance with all requirements established by the:
 - (a) Virginia DEQ; and the
 - (b) Recycling processor / facility; and
 - (5) Ensure that all of the recycling material is properly sorted at the recycling facility.

F. Maintenance Requirements:

At minimum, the Contractor should:

1. Wash and scrub clean the interior and exterior (to include the open areas) of each TCP / RCP as needed, to include:
 - a. TCP / Sand-Type Container Additional Requirements:
 - (1) Wash and scrub clean, the open areas of each sand-type container TCP; and
 - (2) Remove the soiled sand from each sand-type container TCP, and replace it with fresh sand, **one (1) time per week**.
2. Liners – Change out the liner for each:
 - a. TCPs:
 - (1) Trash Can / Cigarette Butt - Ash Receptacle / Sand-Type Container:
 - (a) **One (1) time per day** during the Fall and Spring semester; and
 - (b) **As needed** during the Summer schedule and VCU's winter break.
 - (2) BigBellies:
 - (a) **One (1) time per week** during the Fall and Spring semester; and
 - (b) **As needed** during the Summer schedule and VCU's winter break.
 - b. RCPs:
 - (1) **One (1) time per day** during the Fall and Spring semester; and
 - (2) **As needed** during the Summer schedule and VCU's winter break.
3. Replace (as applicable) each TCP / RCP in its proper location.
4. Police each TCP / trash dumpster / RCP within a **25 linear foot area around** the TCP / trash dumpster / RCP, to include **all** sidewalks within a 25 linear foot area around each TCP / trash dumpster / RCP, **prior** to leaving the area of, each TCP / trash dumpster / RCP.
5. The Contractor should notify the VCU Department of Physical Plant Customer Service Center (804-828-9444) when trash exists as a result of inclement weather.
6. Paint the trash cans and BigBellies, upon request by VCU; and

- a. Invoice in accordance with the applicable contract "UNIT PRICE" for "PAINTING" (refer to "**LOT 1 - ATTACHMENT D,**" the "**PRICE SCHEDULE**").

G. Personnel Requirements:

At minimum, the Contractor should:

1. **Additional Staffing:**

- a. Provide additional staffing, upon request by VCU (i.e. due, to include, but not limited to, special events, etc.):
 - (1) Hours - during:
 - (a) Normal business hours; and
 - (b) Outside of normal business hours.
 - (2) On-Site Response Time - Be on-site (i.e. at VCU):
 - (a) The **same day**, if the Contractor receives the request from VCU **before 12:00 PM**.
 - (b) Within **24 hours**, if the Contractor receives the request from VCU **after 12:00 PM**.
 - (3) Pricing:
 - (a) Invoice in accordance with the applicable contract "HOURLY RATE" for "**Additional Staff**" (refer to "**LOT 1 - ATTACHMENT D,**" the "**PRICE SCHEDULE**").

H. VCU Obligations:

VCU will furnish all:

- 1. TCPs / RCPs; and
- 2. Trash dumpsters.

IV-2 LOT 2 - RECYCLING COLLECTION AND DISPOSAL SERVICES:

A. Definitions:

For the purpose of this RFP:

1. Recycling:

- a. "Recycling materials" should be defined to include, but not limited to, all:
 - (1) Commingled materials, to include:
 - (a) Aluminum and steel cans;
 - (b) Brown, green and clear glass; and
 - (c) Polyethylene Terephthalate ("PETE") and High Density Polyethylene Terephthalate ("HDPE") plastic bottles.
 - (2) Old Corrugated Cardboard (OCC; loose material – i.e. non-baled).
 - (3) Waste paper (all grades), to include, but not limited to:
 - (a) Mixed paper;
 - (b) Books;
 - (c) Newspapers;
 - (d) Phone books;
 - (e) Office ledger paper, to include:
 - (i) Colored paper;
 - (ii) Corrugated cardboard;
 - (iii) File stock;
 - (iv) Magazines;
 - (v) White ledger; and
 - (4) Wood pallets / crates.
- b. "Recycling Collection Points ("RCPs") should be defined as all exterior:
 - (1) 96-gallon Toters;
 - (2) VCU, Department of Environmental Conservation ("DEC")-owned OCC bins; and
 - (3) Wood pallet / crate collection points.

2. MRF:

- a. "MRF" should be defined as VCU's Material Recovery Facility, located at 909 Oliver Hill Way, Richmond, Virginia.

3. Policing:

- a. "Policing" should be defined to include, but not limited to:

- (1) Immediately retrieving any recycling material dropped in the process of collection / disposition, prior to leaving the area of the RCP; and
- (2) Immediately cleaning-up any liquids spilled, prior to leaving the area of the RCP.

b. The Contractor should:

- (1) **Not** leave any collected recycling material outside an RCP, creating a:
 - (a) Nuisance;
 - (b) Eyesore;
 - (c) Fire hazard; and /or to
 - (d) Blow around on the grounds.

4. Business Hours:

- a. "Normal business hours" should be defined as Monday through Sunday, from 7:00 AM to 4:30 PM, excluding VCU holidays.
- b. "Outside of normal business hours" should be defined as Monday through Sunday, from 4:30 PM to 7:00 AM, including State and VCU holidays.

B. Background Information:

- 1. VCU and the Virginia Commonwealth University Health System ("VCUHS") Integrated Waste Management Recycling Program ("Recycling Program"):

a. Overview:

- (1) VCU established the Office of Recycling and Waste Management Services (ORWM") in 1995; in order to better reflect the scope of services provided by the program, the name was changed in 2000 to the "Department of Environmental Conservation (DEC)."
- (2) The program is currently administered by a "Program Manager" and a "Recycling Coordinator."

b. Recycling Materials:

- (1) VCU's Recycling Program includes:

- (a) The recycling materials identified in **Section IV-2**, the **“Statement of Needs”**, subsection **“A.1.a”**; and
- (b) Computer recycling:

Note: Computer recycling is not included in this RFP.

c. Recycling Services:

- (1) VCU's Recycling Program includes a reuse area for furniture.

Note: A furniture reuse area is not included in this RFP.

d. Goal:

- (1) The VCU and the Virginia Commonwealth University Health System (“VCUHS”) Integrated Waste Management Goal is:
 - “To have all VCU facilities provided with exceptional recycling in a cost effective manner and increase the recycling rate to 50.0% of the total waste stream.”
- (2) The currently recycling rate is 30.0%.

e. Collection:

- (1) Commingle Materials / Waste Paper:
 - (a) VCU's custodial service contractors collect the commingled materials and waste paper recycling material from interior building collection points one (1) time per week, and transfer it to the Toters.
 - (b) Currently, VCU's Environmental Conservation personnel collect the recycling material from the Toters, (1) time per week; and transports it to the MRF.
- (2) OCC:

- (a) Currently, VCU's Environmental Conservation personnel collect the OCC from the DEC bins one (1) time or two (2) times per week (refer to "**LOT 2 – ATTACHMENT B**"); and transports it to the MRF.
- (3) Wood Pallets / Crates:
 - (a) VCU's Environmental Conservation personnel collect wood pallets / crates as-needed; and transports them to the MRF.
- f. Disposal – Currently, VCU Environmental Conservation personnel:
 - (1) Comingled Materials:
 - (a) Place the commingled materials in an exterior 30-cubic yard, open-top, roll-off container (furnished by Waste Management, Inc.) at the MRF.
 - (b) Waste Management provides on-call service to:
 - (1) Haul the roll-off container;
 - (2) Deliver the comingled materials to a comingle recycler for processing; and to
 - (3) Return the roll-off container to the MRF.
 - (2) OCC:
 - (a) Bale the OCC collected from the DEC bins one (1) time per week in a Marathon-Downstroke Baler housed inside the MRF.
 - (b) International Paper provides on-call collection for baled OCC from the MRF.
 - (3) Waste Paper:
 - (a) Place all waste paper inside metal cages housed inside the MRF.
 - (b) International Paper provides on-call collection for mixed paper from the MRF.
 - (4) Wood Pallets / Crates:
 - (a) Place wood pallets / crates inside an exterior 30-cubic yard, open-top, roll-off container (furnished by Waste Management, Inc.) at the MRF; and

transport them to a wood pallet / crate recycler for processing.

(5) Non-Recyclable Materials:

- (a) Place non-recyclable materials in a trash dumpster for disposal at a landfill by VCU's waste management contractor, currently, Waste Management, Inc.

g. Volume – For 2009:

(1) Commingle Materials / Waste Paper:

- (a) The annual weight of the recycled commingled material was approximately 31 tons, consisting primarily of plastic and glass bottles.

(2) OCC:

- (a) The baled OCC has averaged approximately 5.72 tons per month or 68.65 tons annually.

(3) Waste Paper:

- (a) The mixed paper materials have averaged approximately 29.43 tons per month or 353.12 tons annually.

(4) Wood Pallets / Crates:

- (a) VCU averaged approximately 65 wood pallets / crates per month.

h. Rebates:

- (1) VCU currently bases rebates for recycled materials against the "Official Board Market (High - \$35.00).

2. RCPs:

a. Toters:

(1) The Toters are:

- (a) Manufactured by Toter, Inc. (<http://www.toter.com/>);
- (b) Used for the on-site disposal of the following types of recycling material, generated by the building occupants:
 - (i) Comingled materials; and
 - (ii) Waste paper;

- (c) Labeled to designate / pre-sort the applicable type of recycled material; and are

Note: The Contractor will **not** be required to sort the recycled material.

- (d) Accessible by VCU alleys.
- (2) VCU currently:
 - (a) Utilizes 96-gallon Toters.
 - (b) Has a combined total of 222 Toters located at the exterior of VCU buildings (i.e. behind or between buildings) throughout the Monroe Park Campus and the MCV Campus (refer to “**LOT 2 - ATTACHMENT A**”).

b. OCC Bins:

- (1) VCU DEC Bins:
 - (a) The DEC bins are labeled for OCC.
 - (b) VCU currently has a combined total of 9 exterior (i.e. located behind or between buildings) bins located throughout the Monroe Park Campus and the MCV Campus (refer to “**LOT 2 - ATTACHMENT B**”) for VCU buildings that are primary OCC generation sites.

c. Wood Pallets / Crates Collection Points:

- (1) VCU's current primary collection points include:
 - (a) Monroe Park Campus:
 - (i) Grace E Harris Hall, 1015 Floyd Avenue, (from the entrance off Harrison St.; average - 10 per month);
 - (ii) Oliver Hall, Physical Science Wing, 1001 W. Main St. (from the loading dock off Harrison St.; average - 5 per month); and the
 - (iii) University Student Commons, 907 Floyd Avenue (average - 5 per month).
 - (b) MCV Campus.

- (i) Sanger Hall-1101 E Marshall St. (loading dock; average – 25 per month);
- (ii) Godwin Research Lab-307-315 (College St. loading dock; average – 10 per month); and the
- (iii) Molecular Medicine Research Building (“MMRB”), 1120 E Broad St. (loading dock; average – 10 per month).

3. Campus Maps:

- a. Monroe Park Campus – refer to:
http://www.maps.vcu.edu/pdfs/mp_campus2009.pdf).
- b. MCV Campus – refer to:
http://www.maps.vcu.edu/pdfs/mcv_campus2009.pdf.

C. Equipment / Tools / Materials / Supplies / Vehicle Requirements:

At minimum, the Contractor should:

1. General Requirements:

- a. Furnish (as applicable) all (**other than** the Toters and OCC bins) equipment, tools, materials, supplies, vehicles / transportation, fuel, water, electricity, incidentals, etc., necessary to provide / perform the “Recycling Collection and Disposal Services.”

2. Vehicles:

- a. The Contractor should utilize vehicles that can:
 - (1) Easily approach (as applicable) each RCP (without damaging painted surfaces, brick pavers, or sidewalks); and
 - (2) Lift, pick-up and empty the 96-gallon Toters.

D. Collection Requirements:

At minimum, the Contractor should:

1. Service Locations:

- a. General:

- (1) Mutually establish any change to the location of RCPs with the VCU PPD Contract Administrator (or his/her designee).
 - b. Commingled Materials / Waste Paper:
 - (1) Collect the recycling material from each RCP (Toter) on the:
 - (a) Monroe Park Campus; and the
 - (b) MCV Campus.
 - c. OCC:
 - (1) Collect the recycling material from each RCP (DEC bin); on the:
 - (a) Monroe Park Campus; and the
 - (b) MCV Campus.
 - d. Wood Pallets / Crates:
 - (1) Collect the recycling material from each collection point, to include:
 - (a) The primary collection points, and
 - (b) Other collection points as mutually established by the Contractor and VCU
2. Quantities:
- a. Mutually establish any change to the number of RCPs with the VCU PPD Contract Administrator (or his/her designee); and should:
 - (1) Add / delete RCPs based upon the applicable contract **"UNIT PRICE" for "Scheduled Services"** (refer to **"LOT 2 - ATTACHMENT C,"** the **"PRICE SCHEDULE"**).
3. Frequency:
- a. Commingled Materials / Waste Paper:
 - (1) Collect all recycling material **one (1) time per week** from each RCP (Toter).
 - b. OCC:
 - (1) Collect and bale all recycling material from each RCP (DEC bin) **one (1) time per week, or two (2) times per week, as indicated on "LOT 2 - ATTACHMENT B."**
 - c. Wood Pallets / Crates:

- (1) Collect all wood pallets / crates **one (1) time per week**,
4. Schedule:
 - a. Collect all recycling material during normal business hours, on a regular schedule, as mutually established by the Contractor and the VCU PPD Contract Administrator (or his/her designee).

E. Disposal Requirements:

At minimum, the Contractor should:

1. Frequency:
 - a. Transport all recycling material as soon as possible after collection from the RCPs, to a recycling processor / facility (i.e. **not** to VCU's MRF).
2. Recycling Processor / Facility:
 - a. Transport all recycling material to the nearest, appropriate Virginia Department of Environmental Quality (DEQ") certified / permitted recycling processor / facility; and:
 - (1) Ensure that all the recycling material is loaded properly in the Contractor's vehicle;
 - (2) Be solely responsible (to include all costs) for removing / cleaning-up any leakage / spillage from the Contractor's vehicle(s) while transporting the recycling material to the recycling facility;
 - (3) Dispose of all recycling material in accordance with all requirements established by the:
 - (a) Virginia DEQ; and the
 - (b) Recycling processor / facility; and
 - (4) Ensure that all of the recycling material is properly sorted at the recycling facility.

F. Maintenance Requirements:

At minimum, the Contractor should:

1. Police each RCP **within a 25 linear foot area around** each RCP, **prior** to leaving the area of the RCP.

G. Revenue:

At minimum, the Contractor should:

1. Submit a “rebate” to VCU, for a share of the revenue generated from processing VCU’s recycled materials, based upon the net tonnage per recycling material, by the **first (1st) business day** of the **following** month (for the recycling material disposed / processed the **preceding** month (refer to “**LOT 2 - ATTACHMENT C,**” the “**PRICE SCHEDULE,**” “Revenue to VCU”; and to **Section IV**, the “**STATEMENT OF NEEDS,**” subsection “**H**”); the Contractor should:
 - a. Index each rebate to official market prices, based upon the index mutually established by the Contractor and VCU. .

H. Reporting Requirements:

At minimum, the Contractor should:

1. Submit a **monthly** report to the VCU PPD Contract Administrator (or his/her designee) by the **first (1st) business day** of the **following** month (for the recycling material disposed / processed the **preceding** month), that documents / includes:
 - a. The name of the recycling processor / facility;
 - b. The date the recycling materials were:
 - (1) Collected from VCU; and
 - (2) Taken for processing at the recycling facility;
 - c. The total volume of the recycled materials disposed of / processed during the previous month;
 - d. A copy of all manifests / bills of lading from the recycling facility;
 - e. A copy of the statement from the recycling facility that identifies the total revenue paid to the Contractor by the recycling facility;
 - f. The amount of the rebate submitted to VCU for the previous month (refer to **Section IV-2**, the “**STATEMENT OF NEEDS,**” subsection “**G**”); and

- g. A copy of the current applicable, official market index information, upon which the rebate submitted to VCU for the previous month was based.

I. VCU Obligations:

VCU will furnish all:

1. Toters; and
2. OCC bins.

IV-3. GENERAL REQUIREMENTS (LOT 1 / LOT 2):

A. Definitions:

For the purpose of this RFP, **Section IV-3**, the “**STATEMENT OF NEEDS**”:

1. “Services” should be defined to include:
 - a. “Trash / Recycling Collection and Disposal Services” (LOT 1; refer to **Section IV-1**, the “**STATEMENT OF NEEDS**”; and/or (as applicable)
 - b. “Recycling Collection and Disposal Services” (LOT 2; refer to **Section IV-2**, the “**STATEMENT OF NEEDS.**”

B. Service Requirements:

At minimum, the Contractor should:

1. Regulations / Standards:
 - a. Provide / perform the Services in accordance with all applicable:
 - (1) Federal, state, local and laws / codes / rules / regulations / standards / procedures, etc., to include, but not limited to:
 - (a) The provisions of all rules and regulations governing safety, as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia (1950) as amended; and the

- (2) VCU Office of Environmental Health and Safety (VCU OEHS; refer to **Section IV-3**, the “**STATEMENT OF NEEDS**,” subsection “**E.5.**”) standards / procedures, etc.

2. Notices / Permits:

- a. Obtain all applicable federal, state, and local permits and licenses, at the Contractor's sole expense.
- b. Provide all required notices to all applicable federal, state, and local entities, at the Contractor's sole expense.

3. Obstructions:

- a. Create **minimal inconvenience** to VCU and to the general public, to include:
 - (1) Vehicular; and
 - (2) Pedestrian traffic.
- b. **Not** create an obstruction to:
 - (1) VCU property;
 - (2) City of Richmond property; or
 - (3) Private property.
- c. Obtain **prior approval** from, and coordinate with, the VCU PPD Contract Administrator (or his/her designee), any Services for which property and / or street closure is required.

4. Damage:

- a. At all times, take every precaution to protect persons and property
- b. Repair, at the Contractor's sole expense, to VCU's satisfaction, any damage resulting from the Services provided / performed by the Contractor, to any:
 - (1) VCU property;
 - (2) City of Richmond property; or
 - (3) Private property.

C. Labor:

At minimum, the Contractor should:

- 1. Provide / perform all labor, resources, supervision, management, etc., necessary to provide / perform:
 - a. The scheduled Services; and

- b. On-Call Services (i.e. unscheduled services), upon request by VCU (i.e. due, to include, but not limited to, special events, etc.):
 - (1) Hours - during:
 - (a) Normal business hours; and
 - (b) Outside of normal business hours.
 - (2) On-Site Response Time - Be on-site (i.e. at VCU):
 - (a) The **same day**, if the Contractor receives the request from VCU **before 12:00 PM**.
 - (b) Within **24 hours**, if the Contractor receives the request from VCU **after 12:00 PM**.
 - (3) Pricing:
 - (a) Invoice in accordance with the applicable contract **"UNIT PRICE"** for **"On-Call Services"** (refer **"LOT 1 - ATTACHMENT D,"** the **"PRICE SCHEDULE"** / **"LOT 2 - ATTACHMENT C,"** the **"PRICE SCHEDULE,"**(as applicable).

D. Vehicles:

- 1. Requirements – At minimum, the Contractor should utilize vehicles that:
 - a. Comply with all applicable federal, state, and local laws / codes / rules / regulations / standards, etc.;
 - b. Are constructed / designed to prevent leakage / spillage while the trash / recycling material is being (as applicable) collected and transported for disposal and/or processing;
 - c. Can easily negotiate all roads, streets and VCU alleys **except** where trucks are prohibited (refer to **Section IV-3**, the **"STATEMENT OF NEEDS,"** subsection **"D.2.a."**); and
 - d. Are maintained in a clean and mechanically sound operating condition.
- 2. Restrictions - The Contractor should:
 - a. **Not** utilize trucks (i.e. trucks are **prohibited**) in areas where access to a trash collection point is over:
 - (1) A sidewalk; or
 - (2) Brick pavers.

- b. Obtain **prior** approval from the VCU Physical Plant Department (“PPD”) Contract Administrator (or his/her designee) for the use of small ‘Gator’-type equipment, or other alternatives, for access to areas for which trucks are prohibited.
- 3. Parking – The Contractor should:
 - a. Arrange for all parking at the Contractor’s sole expense (i.e. VCU will not provide parking accommodations).

E. Personnel Requirements:

1. Assigned Personnel:

At minimum, the Contractor should:

- a. On-Site Supervisor:
 - (1) Assign an “On-Site (i.e. at VCU) Supervisor” to supervise the Services; the “On-Site Supervisor” should:
 - (a) Be able to communicate:
 - (i) Fluently in spoken and written English; and
 - (ii) Effectively with the individuals who are supervised;
 - (b) Not be an individual regularly assigned to provide / perform the Services VCU;
 - (c) Assist VCU with resolving problems (e.g., service issues); and
 - (d) Be available:
 - (i) Via cellular telephone during normal business hours; and to
 - (ii) Meet with the VCU PPD Contract Administrator (or his/her designee).
 - (2) In the event there are any changes to the “On-Site Supervisor” contact information, provide the VCU PPD Contract Administrator (or his/her designee) with the updated information by the time the changes are effective.
- b. Account Manager:
 - (1) Assign an “Account Manager” for the VCU account, at no additional cost to VCU; the “Account Manager” should:
 - (a) Assist VCU with resolving problems (e.g., service issues,

invoices, contract renewals, etc.);

(b) Be accessible via:

(i) Telephone (a toll-free telephone number, if the telephone number is not a local telephone number);

; and

(ii) E-mail.

(2) In the event there are any changes to the "Account Manager's" contact information, provide VCU with the updated information by the time the changes are effective.

2. Qualifications:

At minimum, the Contractor should ensure that all Contractor:

a. Personnel assigned to VCU are capable and qualified to provide / perform the Services; and that all:

(1) Drivers assigned to VCU possess a valid chauffeur's or Commercial Driving License ("CDL").

3. VCU Identification Card:

All Contractor employees authorized to work on-site at VCU, must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/getcard.html#CA>. Contractor's employees must wear their VCU identification when they are on VCU property:

a. The Contractor shall ensure that all Contractor personnel assigned to this contract display a VCU Identification Card in a clearly visible location, at all times while on-site at VCU.

b. In the event an individual leaves the employment of the Contractor, the Contractor shall be responsible for:

(1) Collecting the VCU Identification Card from the individual(s); and

(2) Returning all VCU Identification Cards:

(a) The Contractor shall return the VCU Identification Card(s) to the VCU Department of Physical Plant Contract Administrator (or his/her designee):

(i) The Contractor shall return **All** VCU Identification Cards at the end of each twelve (12) month contract period, **before** VCU will make the final

payment to the Contractor for the services rendered for that twelve (12) month contract period.

- (ii) The Contractor will be charged \$50.00 for each unreturned VCU Identification Card.

4. Uniform:

At minimum, the Contractor should ensure that all Contractor personnel assigned to work on-site at VCU:

- a. Are well-groomed and professionally uniformed:
 - (1) The Contractor's uniform should identify, in a clearly visible location, **both**:
 - (a) The Contractor's company name; **and** the
 - (b) Name of the employee.
- b. Maintain their uniform in serviceable, neat, and clean condition.

5. VCU Training:

At minimum, the Contractor should:

- a. Ensure that all Contractor personnel assigned to work on-site at VCU successfully complete the VCU OEHS "On-Line Safety Orientation" training (refer to <http://www.hr.vcu.edu/orientation/safety.htm>):
 - (1) In the event the Contractor is unable to provide the Contractor's employees with access to the on-line training, the Contractor should schedule a video training class (to be conducted by VCU, at no cost to the Contractor) with the VCU PPD Contract Administrator (or his/her designee).
- b. Provide the VCU PPD Contract Administrator (or his/her designee) with a copy of the document that verifies that the Contractor's employee has successfully completed the "On-Line Safety Orientation" training (e.g. a screen print of the on-line certificate / confirmation of a passing score).

6. On-Site Employees:

- a. VCU reserves the right to observe the Contractor's personnel at any time, while services are being provided / performed for VCU:
 - (1) If, in the sole opinion of VCU, an employee of the Contractor is determined not to be qualified, competent, or acceptable for any other reason, the Contractor should not assign that individual for

further service for VCU.

V. REPORTING AND DELIVERY REQUIREMENTS:

REPORT ON THE PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

Unless the contractor is a DMBE certified small business, the contractor shall submit quarterly reports on the involvement of Department of Minority Business Enterprises (DMBE) certified SWAM Businesses. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DMBE SWAM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University
Department of Procurement and Payment
Attn: Ms. Sarah O'Neill
10 S 6th St, POB 980616
Richmond, VA 23298-0616

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a) **One (1) original** hard copy (paper) document of the proposal, **and shall submit with the ORIGINAL hard copy of the proposal, an unsecured, electronic copy (i.e. on a disc - CD or DVD, or flash drive) of the entire proposal INCLUDING ALL ATTACHMENTS and EXCLUDING ANY PROPRIETARY INFORMATION: proposals submitted by the Offeror(s) awarded a contract through this solicitation will be posted**

on the VCU Department of Procurement and Payment website; VCU shall not be responsible for the Contractor's failure to exclude proprietary information submitted in the unsecured electronic format.

- b) **Six (6) hard copies (paper copies)** of the **entire** proposal, **INCLUDING ALL ATTACHMENTS AND ANY PROPRIETARY INFORMATION**;
- c) **N/A () unsecured electronic copies** (i.e. on a disc – CD or DVD, or flash drive) of the **entire** proposal, **INCLUDING ALL ATTACHMENTS AND ANY PROPRIETARY INFORMATION, with the original hard copy of the proposal**; refer to **Section VI.A.1.a).**

No other distribution of the proposal shall be made by the Offeror.

- 2. The version of the solicitation issued by the Virginia Commonwealth University Purchasing Department as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by the Virginia Commonwealth University Purchasing Department unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Commonwealth University reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by the Purchasing Department.
- 3. Proposal Presentation:
 - a. Proposals shall be signed by an authorized representative of the Offeror. *The original proposal must be clearly marked on the outside of the proposal.* All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

All information requested by this Request for Proposals on the ownership,

utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the Purchasing Agency may require prompt submission of missing information after the receipt of Contractors proposals.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
- d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F. of the *Code of Virginia*, in writing,

either before or at the time the data or other material is submitted. **The outside of the proposal must be marked to denote proprietary information is contained in the documents. The written notice must: 1) be submitted as an attachment to the Offeror's proposal; 2) specifically identify the applicable portions of the Offeror's proposal that contains data or materials to be protected (e.g. Tab 4, pages 1 through 3); and 3) state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted, must be identified on the applicable page(s) within the Offeror's proposal, by some distinct method, such as highlighting, underlining, etc. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.**

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the State Agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Issuing State Agency will schedule the time and location of these presentations. Oral presentations are an option of the Purchasing Agency and may or may not be conducted.

B. SPECIFIC PROPOSAL REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that VCU may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. The return of the entire RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. A written narrative statement specifically addressing each point under **Section VI**, the "**PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**," subsection "**B**," the "**SPECIFIC PROPOSAL REQUIREMENTS**," subsection "**2.a.**" through "**2.g.**":
 - Any reference by the Offeror to a supplemental attachment submitted by the Offeror, should identify the title of the supplemental attachment, and the specific page number of a multipage supplemental attachment, on which the response to **Section "VI.B.2.a."** through **Section "VI.B.2.g."**

(as applicable) is located (e.g. “refer to pages 1 through 2 of Attachment A - Company History and operations”).

- Supplemental attachments should identify the title of the attachment, and the specific subsection of **Section “VI.B.2.”** to which the supplemental attachment applies (e.g. “Attachment A - Company History and Operations” / subsection VI.B.2.b.(1)(a)”).

a. Compliance (LOT 1 / LOT 2 – As Applicable):

- (1) Utilization of the words “**shall**” or “**must**” in **Section IV-1 / Section IV-2, Section IV-3**, the “**STATEMENT OF NEEDS**”; and in “**LOT 1 - ATTACHMENT D**” / “**LOT 2 - ATTACHMENT C,**” the “**PRICE SCHEDULE,**” indicates a mandatory requirement:

Does / will your company comply with mandatory requirements **as presented in Section IV-1 / Section IV-2, Section IV-3**, the “**STATEMENT OF NEEDS**”; and in “**LOT 1- ATTACHMENT D**” / “**LOT 2 - ATTACHMENT C,**” the “**PRICE SCHEDULE**”?

Yes _____ No _____

If “NO,” identify the specific requirement and the reason for non-compliance.

- (2) Utilization of the word “**should**” in **Section IV-1 / Section IV-2, Section IV-3**, the “**STATEMENT OF NEEDS**”; and in “**LOT 1 - ATTACHMENT D**” / “**LOT 2 - ATTACHMENT C,**” the **PRICE SCHEDULE,**” indicates a **non-mandatory** requirement.

Does / will your company comply with the non-mandatory requirements **as presented in Section IV-1 / Section IV-2, Section IV-3**, the “**STATEMENT OF NEEDS**”; and in “**LOT 1**

- **ATTACHMENT D** / **LOT 2 - ATTACHMENT C,** the **“PRICE SCHEDULE,”** (i.e. “should” becomes “shall”)?

Yes _____ No _____

If “NO,” identify the specific requirement and the reason for non-compliance.

- (3) Does your company accept the terms and conditions as presented in **Section IX**, the **“GENERAL TERMS AND CONDITIONS,”** in **Section X**, the **“SPECIAL TERMS AND CONDITIONS,”** in **Section XI**, the **“METHOD OF PAYMENT,”** in **Section XII** / **“LOT 1 - ATTACHMENT D” / “LOT 2 - ATTACHMENT C,”** the **“PRICE SCHEDULE,”** and as presented in **Section XIII**, the **“POST AWARD SUBMISSION REQUIREMENTS”**?

Yes _____ No _____

If “NO,” identify the specific requirement and the reason for non-compliance.

b. Capabilities (LOT 1 / LOT 2 – As Applicable):

Describe in detail, your company’s capabilities to satisfy the characteristics and administrative requirements of this RFP, to include the following information:

(1) Company Information:

- (a) Submit a brief history and description of your company’s operations, to include the following information:
 - (i) The scope and nature of your company;
 - (ii) Years of operation; and
 - (iii) The organizational structure of your company, etc.
- (b) Submit a narrative statement in your own words, that:
 - (i) Describes the scope of the services requested in this RFP; and
 - (ii) Demonstrates an in-depth understanding of the:
 - purpose;

- requirements; and
- deliverables requested in this RFP.

(2) Trash / Recycling Collection and Disposal Services:

- (a) Describe in detail, the trash / recycling collection and disposal services that your company can provide / perform – specifically address the trash / recycling collection and disposal services specified in this RFP; and:
 - (i) Describe in detail, the typical types of facilities for which your company provides / performs trash / recycling collection and disposal services.

c. Capacity (LOT 1 / LOT 2 – As Applicable):

Describe in detail, your company's capacity to provide / perform the trash / recycling collection and disposal services specified in this RFP, to include the following information:

(1) Company Information:

- (a) Describe the size of your company.
- (b) Identify your company's standard hours of operation.
- (c) Identify your company's typical annual "sales" (i.e. dollar volume of workload) volume for trash / recycling collection and disposal services.
- (d) Identify what size business account VCU would represent in terms of your company's typical annual "sales" (i.e. dollar volume of workload) volume for trash / recycling collection and disposal services; for example: *"Out of x many ongoing account relationships, VCU would be in the top x %."*

(2) Personnel:

- (a) Identify the number of full-time personnel devoted to trash / recycling collection and disposal typically employed by your company at one (1) time; specifically identify the number of:
 - (i) Supervisory personnel; and the number of
 - (ii) Non-supervisory personnel.

(3) Geographic Location:

- (a) Identify the geographic location of your company's office that would service VCU (to include the geographic location of all proposed subcontractors).

(4) Financial Condition:

- (a) Submit a copy of your company's most recent audited financial statement, or equivalent evidence of financial condition.
- (b) Identify the amount of annual sales your company had during 2009, and to-date, with each VASCUPP Member Institution. (A list of VASCUPP Members can be found at: <http://www.vcu.edu/procurement/coopcon.htm>).

d. Plans and Methodologies:

Describe in detail, the proposed approach (work plan, to include all associated activities) for providing / performing the trash / recycling collection and disposal services specified in, **and** in response to, this RFP; **and** specifically address your company's:

(1) Scheduled Services (LOT 1 / LOT 2 – As Applicable):

- (a) Submit your company's proposed schedule for the trash / recycling collection and disposal services.
- (b) The number of employees that will be assigned to perform the trash / recycling collection and disposal services; and identify the:
 - (i) Ratio of on-site supervisory personnel to non-supervisory personnel.
- (c) Identify any service implementation milestones and the associated time schedule.
- (d) Identify any requirements of **VCU**, and identify:
 - (i) The recommended methods to be employed; by VCU; and
 - (ii) The average time schedule associated with those requirements performed by your previous / current clients.
- (e) Identify and explain any important additional items that VCU may need to consider.

- (2) Landfill Facility (LOT 1 – As applicable, in the event the trash is to be disposed of off-site):
 - (a) Identify the landfill facility that your company proposes to utilize.
- (3) Recycling Processor / Facility (LOT 1 / LOT 2 – As Applicable):
 - (a) Identify the recycling processor / facility that your company proposes to utilize for:
 - (i) Commingled materials;
 - (ii) OCC;
 - (iii) Waste paper; and
 - (iv) Wood pallets / crates.
- (4) On-Call Services (Unscheduled Services) (LOT 1 / LOT 2 – As Applicable):
 - : (a) Identify the days of the week and hours that your company is available to provide / perform on-call services.
 - (b) Identify your company's standard on-site response time, after receiving a request for on-call services.
- (5) Equipment / Tools / Materials / Supplies / Vehicles (LOT 1 / LOT 2 – As Applicable):
 - (a) Identify the type and quantity of the equipment / tools / materials / supplies, vehicles etc. that your company will utilize to provide / perform trash / recycling collection and disposal services, to include, but not limited to:
 - (i) LOT 1:
 - Sweeping equipment / tools;
 - "Green" certified liners and cleaning supplies.
 - (ii) LOT 1 / LOT 2:
 - The type of vehicles your company will utilize in areas where access to a TCP / RCP is over a sidewalk or brick pavers; and
- (6) Uniform (LOT 1 / LOT 2 – As Applicable):
 - (a) Describe in detail, and submit a photograph of, your company's uniform.
- (7) Performance (LOT 1 / LOT 2 – As Applicable):

- (a) Identify the earliest date that your company can begin providing / performing the trash / recycling collection and disposal services specified in, **and** in response to, this RFP (refer to **LOT 1 - ATTACHMENT D** / "**LOT 2 - ATTACHMENT C**," - subsection "**3.**").

e. Personnel (LOT 1 / LOT 2 – As Applicable):

- (1) On-Site Supervisor / Account Manager:
 - (a) Identify their name and title.
 - (b) Describe in detail, the responsibilities to be assigned.
 - (c) Describe in detail, their qualifications and their specific work experience in providing / performing the applicable trash / recycling collection and disposal services specified in, **and** in response to, this RFP; **and** include their resume.
 - (d) Identify their tenure with your company.
 - (e) Identify their:
 - (i) Days and hours of availability;
 - (ii) Business address; and their
 - (iii) Telephone (toll-free if available) number, fax number and e-mail address
- (2) Other Key Personnel:
 - (a) Identify the names and titles of all other key personnel with whom VCU would work on a regular basis.
 - (b) Identify the responsibilities to be assigned to each other key individual.
 - (c) Describe in detail, the specific qualifications and work experience of the other key personnel in providing / performing the applicable trash / recycling collection and disposal services specified in, **and** in response to, this RFP.
 - (d) Identify the other key personnel's average length of tenure with your company.
- (3) Subcontractor Personnel:
 - (a) Identify all proposed subcontractors.

- (b) Identify the types of trash / recycling collection and disposal services to be assigned to each proposed subcontractor.

(4) Criminal Background Checks:

- (a) Explain in detail, your company's criminal background check procedures, to include (as applicable) criminal background checks for subcontractor personnel.

f. **Contractor / Subcontractor Experience (LOT 1 / LOT 2 – As Applicable):**

Describe in detail, your company's specific experience in providing / performing the trash / recycling collection and disposal services specified in, **and** in response to, this RFP for institutions of higher education; **and**:

- (1) Identify the number of years your company has provided / performed the trash / recycling collection and disposal services specified in this RFP for institutions of higher education; and:
 - (a) Provide a list of institutions of higher education with which your company currently has a term contract.
- (2) Identify the number of years each of your company's proposed subcontractors has provided / performed the applicable trash / recycling collection and disposal services specified in this RFP for institutions of higher education.

g. **Quality Control (LOT 1 / LOT 2 – As Applicable):**

Describe in detail:

- (1) Your company's quality control and customer satisfaction policies / procedures for providing / performing the trash / recycling collection and disposal services specified in, **and** in response to, this RFP:
 - (a) Submit copies of all quality control and customer satisfaction policies / procedures.
- (2) The measures taken by your company, to ensure that all personnel assigned to VCU shall be capable and qualified to provide / perform the trash / recycling collection and disposal services specified in, **and** in response to, this RFP:
 - (a) Describe your company's personnel training and development program.

h. References (LOT 1 / LOT 2 – As Applicable):

- (1) Provide a list of a minimum of four (4) public institutions of higher education, comparable to VCU, for which your company has provided / performed the same or similar trash / recycling collection and disposal services within the past twelve (12) months.

This list shall include the:

- (a) Name of the institution;
- (b) Name of the contact person; and the
- (c) Address, E-Mail and phone number for the contact person.

Note: Include at least one (1) reference for which the proposed On-Site Supervisor / Account Manager for VCU served as the On-Site Supervisor / Account Manager:

- Offerors are not required to use the same reference for the On-Site Supervisor and Account Manager.

i. Pricing:

- (1) Cost of Services (LOT 1 / LOT 2 – As Applicable):

- (a) Identify all costs / fees associated with providing / performing the trash / recycling collection and disposal services specified in, **and** in response to, this RFP, in accordance with “**LOT 1 - ATTACHMENT D**” / “**LOT 2 - ATTACHMENT C,**” the “**PRICE SCHEDULE.**”

- (2) Revenue (LOT 2):

- (a) Identify the applicable proposed market index, upon which your company typically bases rebates for:
- (i) Commingled materials;
 - (ii) OCC;
 - (iii) Waste paper; and:
 - (iv) Wood pallets / crates.

j. **Small, Women-Owned and Minority-Owned Business commitment for utilization (LOT 1 / LOT 2 – As Applicable):** (See Appendix I.)

- (1) The Offeror must submit complete information unless the Offeror is a DMBE certified small business. DMBE certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

VII. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA: Proposals will be evaluated by Virginia Commonwealth University using the following criteria:

1. Approach, ability, experience (to include applicable personnel) and qualifications of the Offeror to provide the goods / services identified in **Section IV**, the **“STATEMENT OF NEEDS”** and in response to **Section VI**, the **“PROPOSAL PREPARATION and SUBMISSION REQUIREMENTS,”** subsection **“B,”** the **“SPECIFIC PROPOSAL REQUIREMENTS,”** of this RFP.
2. Price.
3. Commitment for utilization of Small, Women-Owned and Minority-Owned Businesses.

Scoring relative to this criterion will be assigned as follows:

- a. The highest percentage commitment shall be scored the maximum number of allocated points. All Virginia Department of Minority Business Enterprise (DMBE) certified small businesses are considered to have a 100% commitment and will receive the maximum number of points.
- b. The commitment percentage for the other Offerors is then divided by the highest Offeror's percentage. The quotient is then multiplied by the points allocated for SWAM utilization to determine the point allocation.

For example: If the point allocation is 15 points, all DMBE certified small businesses would receive 15 points for this criterion. If a non-small firm had a 25% small business subcontracting commitment, that firm would receive 3.75 points. (25 divided by 100 = .25 x 15 points = 3.75).

- B. AWARD OF CONTRACT:** 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 evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best offer, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359 D., *Code of Virginia*.) Should the Commonwealth 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 award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.vcu.edu/procurement> and/or <http://www.eva.virginia.gov>.

Note: VCU reserves the right to:

- Award the contract based upon:
 - **LOT 1:**
 - The price for trash collection and disposal services provided / performed **either “ON-SITE (AT VCU)” or “OFF-SITE (NOT AT VCU)”**; refer to **“ATTACHMENT D,”** the **“PRICE SCHEDULE,”** subsection **“2.a.(1)(a)(v)” / “2.a.(2)(a)(v),”** as applicable.
 - **LOT 2:**
 - The price for recycling collection and disposal services provided / performed for **all** recycling materials, **individual** recycling materials, or **groupings** (as solely determined by VCU) of recycling materials; refer to **“ATTACHMENT C,”** the **“PRICE SCHEDULE,”** subsection **“2.d.(1)” / “2.a.(1)(a)” / “2.b.(1)(a)” / “2.c.(1)(a),”** as applicable.

- Make a single award, to include **both** LOT 1 **and** LOT 2; **or** a separate award of each "LOT" as follows:
 - A separate award for LOT 1; and
 - A separate award or awards for LOT 2.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.vcu.edu/procurement> and/or <http://www.eva.virginia.gov>.

VIII. OPTIONAL PRE-PROPOSAL CONFERENCE / SITE VISIT:

A. Optional Pre-Proposal Conference:

An optional pre-proposal conference will be held at 10:00 AM on October 26, 2010 at the Department of Procurement and Payment, located at 10 S. 6th Street, Richmond, Virginia, Suite 200, in the conference room. The purpose of the conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

B. Site Visits:

VCU grounds are open to the public. At their discretion, Offerors may perform site inspections of the grounds. Not performing a site visit does not relieve the Contractor from providing / performing services at the established contract price. Claims by the Contractor for additional funds due to the location, condition, etc., of the TCPs / trash dumpsters / RCPs, as applicable, at the commencement of the contract will **not** be considered by VCU after the award of the contract.

IX GENERAL TERMS AND CONDITIONS:

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and

- their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.vcu.edu/procurement> or a copy can be obtained by calling University Purchasing at (804) 828-1077.
- B. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1).

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

1. During the performance of this contract, the Contractor agrees as follows:
 - a. Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification

reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges.

Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:
 - a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or
 - (2) To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
 - b. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.
- K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to

- perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit

may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is

responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- S. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The

Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.vcu.edu/procurement> and in the lobby of Procurement and Payment at 10 S 6th St., Richmond, VA during normal business hours for a minimum of 10 days.
- V. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his

objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. Vendors are strongly encouraged to register prior to submitting a bid or offer. Firms will be required to register in eVA prior to award.

1. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
2. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all the benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
3. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
4. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - b. Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order

X. **SPECIAL TERMS AND CONDITIONS:**

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

- B. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- C. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror(s) proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- E. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) 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 cancelled.
- F. PROPOSAL PRICES: Proposal prices shall be in the form of a firm unit price for each item during the contract period.
- G. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon sixty (60) days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- H. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- I. DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

- J. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for the trash / recycling collection and disposal services specified herein, and shall include all applicable costs; extra charges will not be allowed.
- K. IDENTIFICATION OF PROPOSAL: The proposal package should be identified as follows:

FROM:

Name of Offeror	Due Date	Time
Street or Box Number	RFP No.	
City, State, Zip Code + 4	RFP Title	

Name of Contract/Purchase Officer or Buyer:

The package should be addressed as directed on Page 2 of the solicitation.

If a proposal is not clearly identified, the Offeror takes the risk that the proposal may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of

proposals is that time on the automatic time stamp machine in the issuing office.

Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intrauniversity mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

- L. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- M. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- N. MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING REPORTING REQUIREMENTS AND GOALS: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be obtained from the buyer handling this solicitation. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

Virginia Commonwealth University Department of Procurement and Payment encourages the participation of minority owned businesses in the procurement process by actively soliciting bids from these businesses. Our office uses the information compiled by the State Department of Minority Business Enterprise, the State Division of Purchase and Supply and the Department of Information Technology to assist in this endeavor. The department has membership with the Virginia Regional Minority Supplier

Development Council and participates in the annual Virginia Businesses Opportunities Fair. We encourage departments to support minority-owned businesses within their purchasing authority when appropriate.

Virginia Commonwealth University has a minority-owned business participation goal of twenty percent (20%) for each project.

- O. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- P. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- Q. RENEWAL OF CONTRACT:
 - 1. LOT 1 / LOT 2 - UNIT PRICING / HOURLY RATES:
 - a. This contract may be renewed by the Commonwealth for four (4) successive one (1) year periods under the terms and conditions of the original contract except as stated in (1) and (2) below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period.
 - (1) If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - (2) If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/

decreased by more than the percentage increase/decrease of the **“Services”** category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. **LOT 2 - MINIMUM PERCENTAGE (%) REVENUE TO VCU:**
 - a. This contract may be renewed by the Commonwealth upon written agreement of both parties, for four (4) successive one (1) year periods under the terms and conditions of the current contract (i.e. the “Minimum Percentage (%) Revenue to VCU remains unchanged from the original contract, for each renewal period), and at a reasonable time (approximately 60 days) prior to the expiration.
- R. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- S. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- T. **ELECTRONIC DATA INTERCHANGE:** University Purchasing has a great interest in utilizing Electronic Data Interchange (EDI) to improve efficiency of operation in the transmission of purchasing related information. Vendors are encouraged to provide a statement indicating their current EDI capabilities and/or future plans to establish/improve their EDI capabilities.
- U. **POLICY OF EQUAL EMPLOYMENT:** Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- V. **COMMUNICATIONS:** Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University Purchasing Department rejects all proposals. Formal communications shall be directed to the University Purchasing Department.

Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Purchasing Department representative may result in the offending Offeror's proposal being rejected.

W. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The

solicitation/contract will result in one (1) purchase order per "LOT," with the eVA transaction fee specified below assessed for each order.

1. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
2. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - a) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - b) Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

XI. METHOD OF PAYMENT:

The Contractor shall submit a fully itemized invoice that references the Virginia Commonwealth University purchase order number, material descriptions, quantities and unit prices. Payment will be made thirty days after receipt of a proper invoice for the amount of payment due, or thirty days after receipt of the goods or services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Legislation. Mail invoices to: Virginia Commonwealth University, Accounts Payable and Support Services, P. O. Box 980327, Richmond, VA 23298-0327.

XII. PRICE SCHEDULE:

Offerors shall submit pricing in accordance with “**ATTACHMENT E**” / “**ATTACHMENT F**” (as applicable), the “**PRICE SCHEDULE.**”

XIII. POST AWARD SUBMISSION REQUIREMENTS:**A. Electronic Copies of Proposals:**

The successful Contractor may be required to provide the VCU Department of Procurement and Payment with a copy of the Contractor's entire original proposal (to include all attachments), and all subsequent correspondence (i.e. responses to requests for clarification and documents generated through the negotiation process) in an unsecured electronic format (i.e. email, disc – CD or DVD or flash drive). **The Contractor SHALL NOT INCLUDE ANY PREVIOUSLY IDENTIFIED PROPRIETARY INFORMATION IN THE ELECTRONIC FORMAT; VCU will post the Contractor's original proposal, and all subsequent correspondence on the VCU Department of Procurement and Payment Website, VCU shall not be responsible for the Contractor's failure to exclude proprietary information submitted in the unsecured electronic format).**

B. Contract Summary:

The Contractor must provide to the University within fourteen (14) days after award of contract, an unsecured electronic summary of the contract. All the main features of the contract, including pricing, must be summarized. The contract summary will provide information for authorized users that choose to access the contract.

XIV. ATTACHMENTS:**LOT 1:**

- ATTACHMENT A - TRASH CANS / CIGARETTE BUTT - ASH
RECEPTACLES / SAND-TYPE CONTAINERS (MONROE
PARK CAMPUS / MCV CAMPUS)
- ATTACHMENT B - RECYCLING COLLECTION POINTS ("RCPS")
- ATTACHMENT C - DUMPSTERS
- ATTACHMENT D - PRICE SCHEDULE

LOT 2:

- ATTACHMENT A - TOTERS
- ATTACHMENT B - VCU DEC BINS
- ATTACHMENT C - PRICE SCHEDULE

Small, minority and/or woman-owned businesses are required to certify through the Virginia Department of Minority Business Enterprise (DMBE; <http://www.dmb.state.va.us/vendors.html>); DMBE certification may be requested by VCU, prior to award.

APPENDIX I

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

Definitions

- **Small business** is an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority-owned business** is a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 - o "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
 - o "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
 - o "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
 - o "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
 - o "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN
BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Minority Business Enterprise (DMBE) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWAM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

List the names of the SWAM Businesses your firm intends to use and identify the direct role of these firms in the performance of the contract. State whether the firm is a Small Business (SB), Women-Owned (WO), or Minority-Owned (MO).

Name of Businesses:

SB, WO, MO:

Role in contract:

Commitment for utilization of DMBE SWAM Businesses:

_____ % of total contract amount that will be performed by DMBE certified SWAM businesses.

Identify the individual responsible for submitting SWAM reporting information to VCU:

Name Printed: _____
 Email: _____
 Phone: _____

Offeror understands and acknowledge that the percentages stated above represent a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:
 By (*Signature*): _____
 Name Printed: _____
 Title: _____
 Email: _____

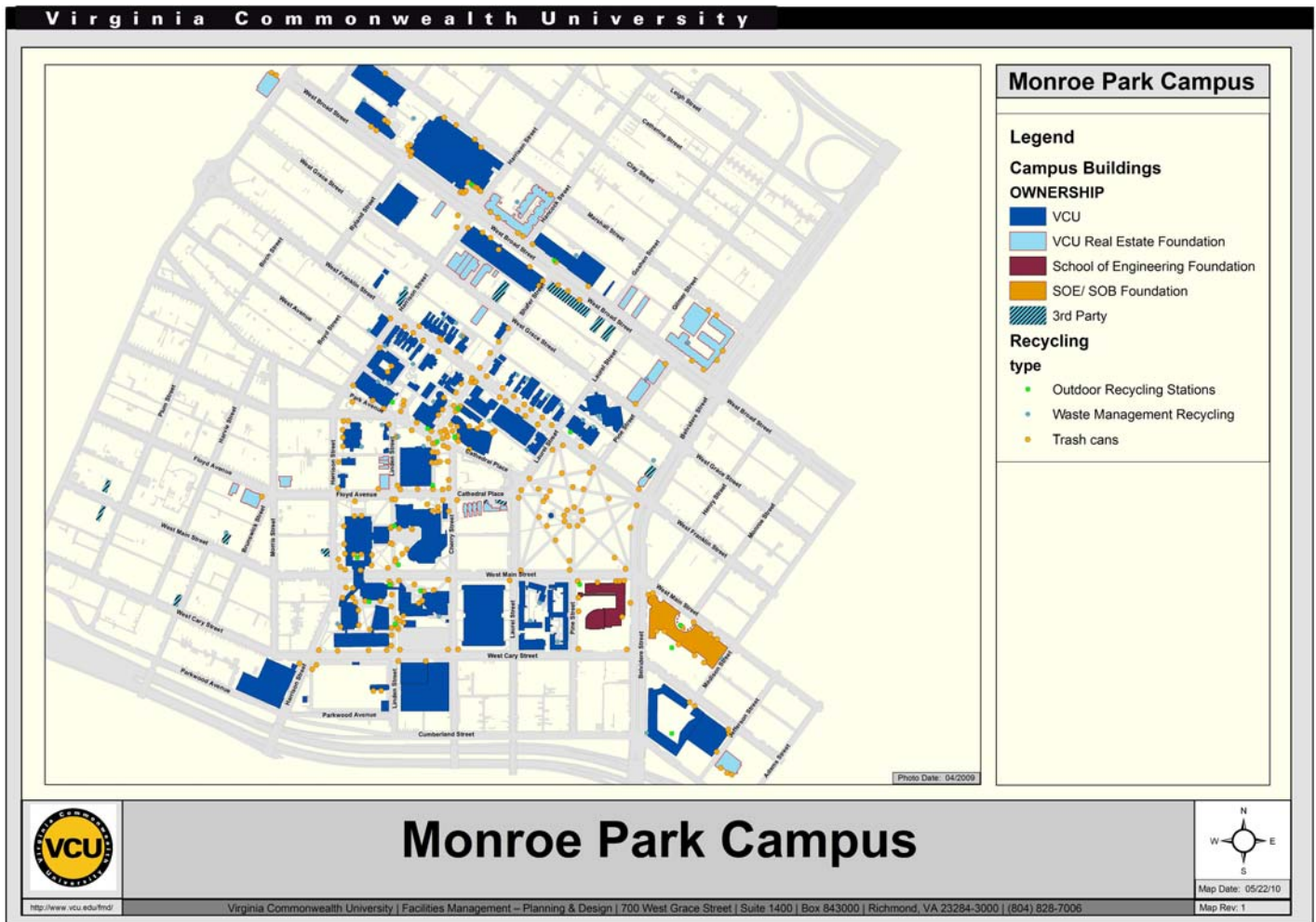
Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Minority Business Enterprise (DMBE; <http://www.dmb.state.va.us/vendors.html>) to fulfill the Offeror's commitment for utilization.

LOT 1 - ATTACHMENT A

(Page 1 of 2)

TRASH CANS / CIGARETTE BUTT - ASH RECEPTACLES / SAND-TYPE CONTAINERS

MONROE PARK CAMPUS

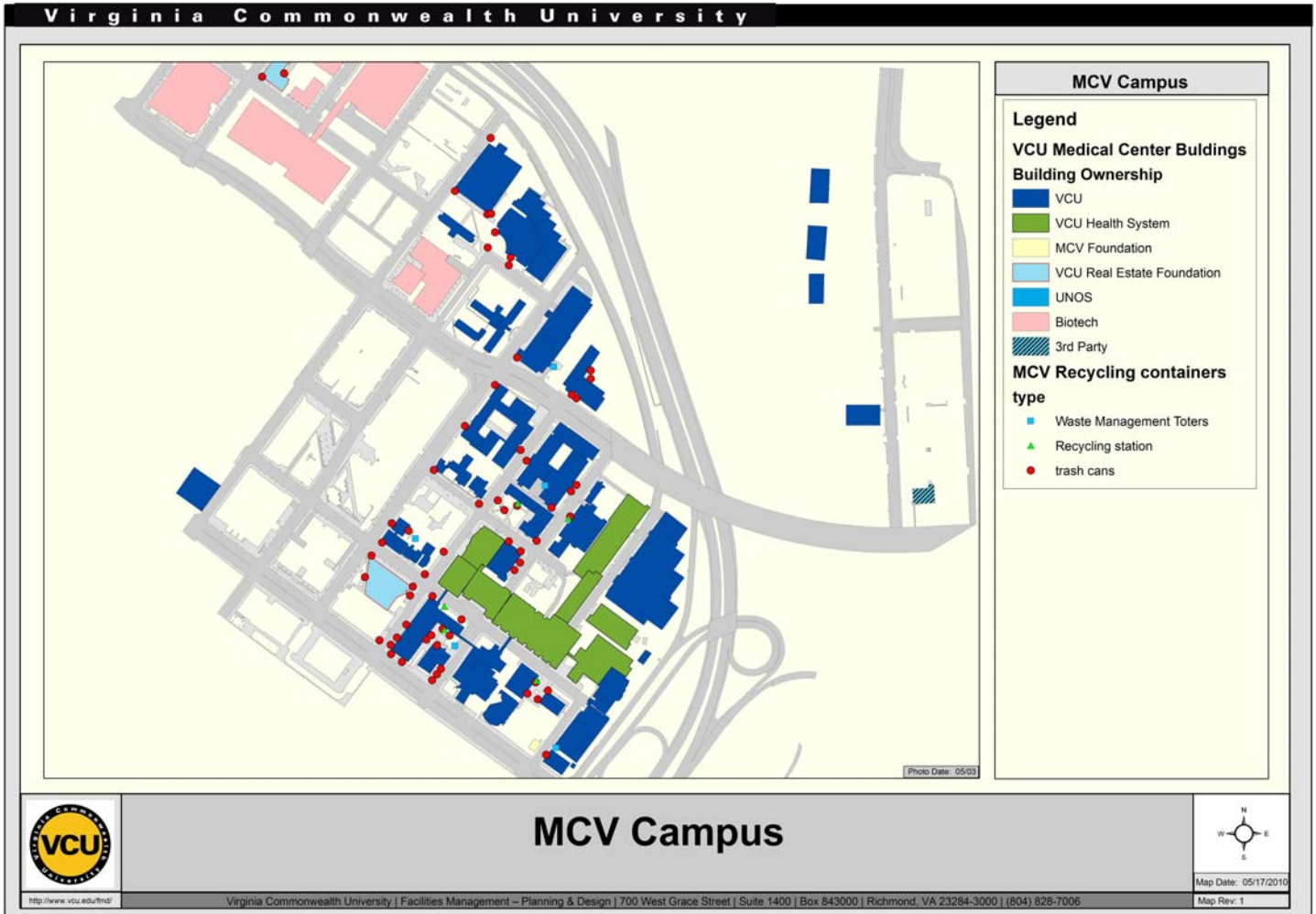


LOT 1 - ATTACHMENT A

(Page 2 of 2)

TRASH CANS / CIGARETTE BUTT - ASH RECEPTACLES / SAND-TYPE CONTAINERS

MCV CAMPUS



RFP #: 3423892CM / LOT 1 - ATTACHMENT B - RECYCLING COLLECTION POINTS ("RCPs")
(Page 1 of 1)

MCV CAMPUS LOCATIONS:	Stations (Paper/Bottles)	BigBellies (Attached to a TCP)
Medical Science Bldg.Plaza Area	1	
Egyptian Building-By Front Entrance	1	
Hunton Student Center-Entrance	1	
Larrick Center-Outside Patio	1	
McGuire Hall-Annex by front entrance	1	
McGuire Hall-Sidewalk by Bike rack	1	1
Sanger Hall-11th St. Entrance	1	1
Sanger Hall-Marshall St.	1	1
Tompkins-McCaw Library	1	
Total	9	3
MONROE PARK CAMPUS:	Stations (Paper/Bottles)	BigBellies (Attached to a TCP)
Cabell Library-Main St.	1	1
Cabell Library-Shafer Ct.	1	1
Fine Arts Building-Broad St.	1	
Founders Hall		1
Ginter House		1
Grace E Harris-1st Flr-Floyd St. Inside		1
Grace E Harris-Main St. Entrance.	1	
Grace St. Theatre-Walkway from Bookstore	1	
Gladding Residence Center-Out Front	1	
Hibbs Building	1	
Linden St. -Near Tennis Courts	1	
Oliver Hall-Science-By Tables	1	
Oliver Hall-Science-By Main St.	1	
Performing Arts-Park Plaza	1	
Rice Center-Off Campus	1	
School of Engineering-West, Courtyard	1	
Shafer Court Dining Hall	2	
Shafer Street Playhouse	1	
Snead Hall-Front entrance	1	
Snead Hall-Rear Entrance	1	
Student Commons	2	
Temple Building (front entrance)	1	
Temple Building (Linden St Walkway)	1	
Trani Life Science-Outside Courtyard	2	
Trani Life Science-(Linden St. Walkway)	1	
Total	25	5
Total Both Campuses	34	8

RFP #: 3423892CM / LOT 1 - ATTACHMENT C - DUMPSTERS (Page 1 of 2)

FRONT LOAD CONTAINERS		
Facility - Address	Container	
	Size	Num-Type/Freq
Academic Center 500 N Harrison St	4	#1-4yd DMP W
Anderson House (back) 923 W. Franklin St.	8	#1-8yd DMP M,W,F
Arts Foundation 612 N. Lombardy St.	2	4 TOTERS Every Tuesday
Ashland Research Farm 119 Cheroy Rd.	8	#1-8yd DMP On-Call
Brand Center 103 S Jefferson St	8	#1-8 Yd DMP T,F
Grace E Harris Hall 1015 Floyd Ave	8	#1-8yd DMP M,W,F
Cabell Library (Loading Dock) 901 Park Ave.	8	#1-8yd DMP M-F
Dance Center 10 N Brunswick St	8	#1-8yd DMP T,F
Eight St. Parking Deck 659 North *th St.	8	#1-8yd DMP M,W,F
Engineering School 601 W. Main St	8	#1-8yd DMP M,W,F
Facilities Managment (alley) 700 West Grace St.	8	#1-8yd DMP T,TH,S
Franklin St. Bldgs (OO Lot) 918-920 W. Franklin St	8	#1-8yd DMP T,F
Grant House (parking lot) 1008 E. Clay St.	8	#1-8yd DMP W,S
Hibbs Bldg 900 Park Ave	4	#1-4yd M-F
LL Parking Lot 812-814 W. Franklin St.	8	#1-8yd DMP M, W, T, F
Medical Science Bldg 1325 E. Marshall St.	4	#1 4-yard M,T,W,TH,F
Music Center 1015 Grove Ave	4	#1-4yd DMP T,F
Traini Life Science Bldg. 1000 West Cary St.	6	#1-6yd VIP M,T, TH, F, S
Performing Arts 922 Park Ave	8	#1-8yd DMP M, T, TH, F, S
Police Dept. (back alley) 938 - 940 W. Grace St.	8	#1-8yd DMP T,F
Pollak Bldg. (Loading Dock) 325 N. Harrison St	8	#1-8yd DMP M, T, TH, F, S

FRONT LOAD CONTAINERS		
Facility - Address	Container	
	Size	Num-Type/Freq
Smith Bldg 410 N 12 St	4	#1-4yd DMP M-S
Snead Hall 301 W Main St	8	#1-8yd DMP, T, W, TH, F, S
Temple Bldg (Cherry St side) 901 W. Main St	8	#1-8yd DMP M, T, W, TH, F
VMI Bldg (back parking lot) 1010 E. Marshall St	8	#1-8yd DMP M-F
COMPACTORS		
Facility - Address		Num-Type/Freq
McGuire Hall 1112 E Clay St		#1-34yd COM Every Friday
Sanger Hall 1101 E Marshall St		#1-34yd COM Every Tuesday
ROLL-OFFS		
Facility - Address		Num-Type/Freq
Fine Arts Bldg 1016 W Broad St		#1-30yd RO T
Massey Cancer Center 401 College St.		#1-20yd RO Wednesday
Warehouse 1010 N. 17th Street		2-30yd RO on call
RECYCLING DUMPSTERS		
Facility - Address		Num-Type/Freq
Anderson House (back) 923 W. Franklin St.	8	#1-8yd DMP M,W,F
Comix Recycling, 909 Oliver Hill Way		#1-30yd RO on call

RFP #: 3423892CM / LOT 2 - ATTACHMENT A - TOTERS (Page 1 of 4)

*Service from behind building unless noted

Building Name	Address	# of Bins	Location of Toters
Monroe Park Campus:			
Thurston House	808 W Franklin St. Richmond, VA 23284	1	Place bins in the back behind each building
White House	806 W Franklin St.	2	
Williams House	800 W Franklin St.	1	
Hunton House	810 W Franklin St.	3	Place all 3 on the Side of Franklin Terrace
Franklin Terrace	812-814 W Franklin St.		
Harrison House	816 W Franklin St.	1	By back Staircase
Blanton House	826-828 W Franklin St.	2	Back side area
Bird House	820 W Franklin St.	2	Under back staircase by building in back
Presidents House	910 W Franklin St. (Service from Franklin St.)	2	By side entrance (Very narrow driveway)
Stagg House	912 W Franklin St.	1	All 4 in area between the Millhiser House and the Carriage House.
McAdams House	914 W Franklin St.	1	
Millhiser House	916 W Franklin St.	2	
Valentine House	920 W Franklin St.	1	On back patio area
Stokes House	918 W Franklin St.	1	On back patio area
Robertson Alumni House	924 W Franklin St.	1	2 in back area near entrance to ramp or by telephone pole.
Buford House	922 W Franklin St.	1	
Humanities and Science Annex	1000 W Franklin St.	1	Side of building facing the parking lot.
Meredith House	1014 W Franklin St.	1	Do walkway on side of building halfway
Raliegh Building	1001 W Franklin St.	2	Next to the Dumpster out back
Scherer Hall	923 W Franklin St.	4	Share 4 containers in in front of the cooling unit behind the Kearney House facing the parking lot.
Kearney House	921 W Franklin St.		
Crenshaw House	919 W Franklin St.		
Bowe House	917 W Franklin St.		
Starke House	915 W Franklin St.		
Anderson House	913 W Franklin St.		
Scott House	909 W Franklin St.(Service from Franklin St.)	1	In back parking lot

RFP #: 3423892CM / LOT 2 - ATTACHMENT A - TOTERS (Page 2 of 4)

*Service from behind building unless noted

Building Name	Address	# of Bins	Location of Toters
Monroe Park Campus:			
Hibbs Building	900 Park Ave	5	Area behind the Hibbs Building
Anderson Gallery	907 1/2 Franklin St.	1	
Ginter House	901 W Franklin St.	4	
Founders Hall	827 W Franklin St.	4	Placed in small outside storage area off alley way.
Ritter-Hickok	821 W Franklin St.	2	Gym side entrance facing back alley way.
Franklin St Gym.	817 W Franklin St.	4	On side oif building in alley
Johnson Hall	801 W Franklin St	4	On side oif building in alley
Pollak Building	325 N Harrison St.	3	Back area underneath overhang by the loading dock
Singleton Center for Performing Arts	922 Park Avenue	3	Back area underneath area between 2 entrances
Mosely House	1001 Grove Avenue	1	Near ramp by side entrance facing Grove Ave
Cabell Library	901 Park Avenue	7	In front of cooling unit (Limited turning access)
VISSTA Buildings	102-106 N. Linden St.	1	Back area next to wood walkway.
Grace E. Harris Hall	1015 Floyd Avenue-Service off Harrison St.	5	In front of transformer back entrance off Harrison St.
Oliver Hall Education and Science	1001 and 1015 W Main St.	10	Next to Dumpster Enclosure off Harrison St.
Trani Life Science	100 W Cary St.	2	Inside building near freight elevator
Temple Building	901 W Main St.	3	Next to brick wall outside dumpster enclosure
Mary and Frances Youth Center	120 S Linden St.	1	Outside the back of the building
Brandcenter	103 S Jefferson St.	3	Next to dumspter-inside enclosure
Technology Admin. Building	701 W Broad St.	4	Enclosure in alley between TAB and Facilities Building
Facilities Building	700 W Grace St.		currently locked,
West Grace St. Student Housing	701 W Grace St.	4	Behind Building
Brandt Hall Student Housing	720 W Franklin St.	6	Behind Building
Rhoads Hall Student Housing	710 W Franklin St.	7	Behind Building
Lindsey House	600 W Franklin St.	3	Inside the enclosure where the Waste Management
HR Building	104 N Belvidere St		trash toters are located.
Survey Research Lab	912 W Grace St.	1	Share 1 by the dumpster behind the Police Station
VCU Police Station	938-944 Grace St.		

RFP #: 3423892CM / LOT 2 - ATTACHMENT A - TOTERS (Page 3 of 4)

*Service from behind building unless noted

Building Name	Address	# of Bins	Location of Toters
Monroe Park Campus:			
VCU Business Services/Welcome Center	1111 W Broad St.	1	Behind the Welcome Center
Student Media	817 W Broad St.	2	Behind Building-Near Waste Management Toters
Treasury/Foundation Services	807-809 W Broad St.	2	Behind Building
School of the Arts	1000 W Broad St.	5	Behind the back of the building near rear entrance.
Ackell Residence Center	1100 W Broad St.	5	Inside dumpster enclosure
Center for Psychological Services	612 North Lombardy St.	2	Outside in open area between building next door.
Child Development Center	1128 Floyd Avenue	2	Next to the dumpster
Dance and Choreography	1315 Floyd Avenue	2	On the side of the building
James W. Black(music Center)	1015 Grove. Ave.	1	Side of building
Student Commons	907 Floyd Ave.	3	Back of building near Waste Management dumpster
Sitterding House	901 Floyd Ave.	1	
Lafayette Hall	312 North Shafer St.	1	Side of building
Cary St Gym	101 S Linden St.	3	Back of Building off Cherry St. by Waste Mgmt toters
Cary and Belvidere Residential College	301W Cary St	3	Back of Building near the compactor
Total Toters - Monroe Park Campus		152	

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Building Name	Address	# of Bins	Location of Toters
MCV Campus:			
Goodwin Research Labs/Massey	307-315 College St. Richmond, VA 23298	5	Located near entrance to service area/parking.
Randolph-Minor			
Medical Science Building	1247 E Marshal St.	3	Inside Basment next to Cardboard Recycling Container
MMRD-MSB 2	1220 E Broad St.	3	On Loading dock.
Sanger Hall	1101 E Marshall St.	10	Service on Wednesday/Thursday, Near loading dock
		10	Service on Friday/Monday, Near loding dock
Putney Houses	1010 E Marshal St.	4	Service from Marshall St. al located behind building.
VMI			
MCV Alumni House	1016 E Clay St.	4	Located behind buliding near dumpster
Grant House			
Leigh House			
McGuire Hall and Annex	1112 E Clay St.	3	Inside back door .
Lyons Dental and Woods Building	520 N 12th St.	6	In parking on the right hand side across from parking
Smith Building	410 N 12th St.	4	Back alley, near loading dock on the ground
School of Nursing	1100 E Leigh St.	3	On the side of buiding near cardboard dumpster
MCV Bookstore			
Tompkins-McCaw Library	509 N 12th St.	3	On the loading dock
Snead Hall	301 West Main St.	8	Located on the side entrance of the building.
Cabanis Hall	615 N 8th St.	4	Located in back by compactor
Total Toters - MCV Campus		70	
Total Toters - Monroe Park Campus + MCV Campus		222	

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Facility - Address	Container Size	Collection Frequency
Ackell Residence Center, 1100 W Broad St.	48 Cubic Feet	2X per week
Engineering West Hall, 601 W Main St.	48 Cubic Feet	1X per week
Godwin Research Laboratory, 307-315 College St.	48 Cubic Feet	1X per week
Grant House, 1008 E Clay St.	48 Cubic Feet	1X per week
Hibbs Hall, 900 Park Avenue	48 Cubic Feet	1X per week
Hunton Student Center, 1110 E Broad St.	48 Cubic Feet	2X per week
Samuel Putney Hous, 1010 E Marshall St.	48 Cubic Feet	2X per week
Sanger Hall, 1101 E Marshall St.	48 Cubic Feet	2X per week
Temple Building, 901 W Main St.	48 Cubic Feet	1X per week