

LONGWOOD UNIVERSITY



**MATERIEL MANAGEMENT & PURCHASING
201 HIGH STREET
LANCASTER HALL, ROOM 215B
FARMVILLE, VIRGINIA 23909**

**REQUEST FOR PROPOSALS
LU214-22-009**

WASTE MANAGEMENT SERVICES

FEBRUARY 11, 2022



LONGWOOD UNIVERSITY IS A PROUD MEMBER OF VASCUPP
This procurement is being conducted by Longwood University on behalf of all VASCUPP members.

REQUEST FOR PROPOSALS (RFP)

Issue Date: February 11, 2022
Title: Waste Management Services

RFP#LU214-22-009
Commodity Code: 95896

Issuing

Agency: COMMONWEALTH OF VIRGINIA
Longwood University
Materiel Management & Purchasing
201 High Street, Lancaster Hall, Room 215B
Farmville, Virginia 23909

OPTIONAL PRE-PROPOSAL CONFERENCE:

February 22, 2022 at 2:00 p.m.
Lancaster Hall, Room 223
Longwood University
Farmville, Virginia

Face masks are MANDATORY

Location Where Work Will Be Performed: Longwood University, Farmville, Virginia 23909

Initial Period Of Contract: The initial term of this contract is for three (3) year(s), or as negotiated beginning June 1, 2022. There will be an option for seven (7) one (1) year renewals, or as negotiated.

Sealed Proposals Will Be Received Until: March 3, 2022 at 2:00 p.m. Local Time For Furnishing The Goods/Services Described Herein. **Proposals Will Be Date/Time Stamped Upon Receipt.**

All Inquiries For Information Should Be Directed To: Deborah J. Cooper, Interim Director of Materiel Management & Purchasing, at fax (434) 395-2246 or email materielmanagement@longwood.edu using **ATTACHMENT A – WRITTEN PRE-PROPOSAL QUESTION FORM. Questions are due by 12:00 noon on February 25, 2022.**

PROPOSALS SHALL BE MAILED OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE. Offeror must wear a face mask when hand delivering proposal. See notice about the use of express delivery services on Page | 2.

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

eVA Member: ☐ Yes ☐ No
eVA Vendor ID#: _____

Check all that apply: Small Business ☐
Woman-Owned Business ☐
Minority-Owned Business ☐

Note: Offeror shall be a member of eVA on the date and time designated for receipt of proposals to be awarded this contract. See General Terms and Conditions X, for information on registration.

DSBSD Certificate Number _____
Certification Date ____/____/____
Expiration Date ____/____/____

Name And Address Of Firm:

Date: _____

By: _____

(Signature In Ink)

_____ Zip Code _____

Name: _____

(Please Print or Type)

E-mail: _____

Title: _____

Phone: (_____) _____
(Toll Free, if available)

Fax: (_____) _____
(Toll Free, if available)

USE OF EXPRESS DELIVERY SERVICES: If you use an express delivery service, you may be told Farmville, VA/Longwood University is a next day delivery location from your location; offeror must make sure the carrier guarantees delivery by 2:00 p.m.

OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held on February 22, 2022 at 2:00 p.m. in Lancaster Hall, Room #223. Please bring a copy of the RFP with you to the conference. **Offerors in attendance at the conference will be required to wear a face mask.** A campus tour of container locations will follow the conference.

ADDENDUMS: Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website, <http://www.eVA.virginia.gov> and the Longwood University Materiel Management & Purchasing website, <http://tkts.longwood.edu/ListRFP.aspx>. Click on View This RFP next to Proposal Number [LU214-22-009](#). It is the sole responsibility of the Offeror to check these web pages for all changes to the RFP prior to submission. **Failure to sign and return addenda may cause your proposal to be scored lower.** Longwood University will not mail or fax these documents.

PARKING: Parking is difficult, please plan to arrive early. If Offeror requires ADA accommodations to deliver proposal, please contact the Materiel Management & Purchasing Office at (434) 395-2094 twenty-four (24) hours prior to solicitation closing.

If Longwood University is closed for any reason on the date/time specified for receipt of proposals, proposals will be due at the same time the next business day the University is open. Offerors should check the University's website at <http://www.longwood.edu> or call the main number at 1-434-395-2000 after 6:00 a.m., to see if the University is going to be open or if a delayed opening has been implemented.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

TABLE OF CONTENTS

	<u>Page</u>
I. <u>PURPOSE</u>	5
II. <u>GOVERNING RULES</u>	5
III. <u>BACKGROUND</u>	5
IV. <u>STATEMENT OF NEEDS</u>	6
V. <u>PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS</u>	8
VI. <u>EVALUATION AND AWARD CRITERIA</u>	11
VII. <u>OPTIONAL PRE-PROPOSAL CONFERENCE</u>	12
VIII. <u>SPECIAL TERMS AND CONDITIONS</u>	12
IX. <u>METHOD OF PAYMENT</u>	19
X. <u>PRICE PROPOSAL</u>	19
XI. <u>ATTACHMENTS</u>	19
A – WRITTEN PRE-PROPOSAL QUESTION FORM	
B – SMALL BUSINESS SUBCONTRACTING PLAN	
C – OFFEROR DATA SHEET	
D – STATE CORPORATION COMMISSION FORM	
E – LONGWOOD UNIVERSITY WASTE CONTAINERS/COMPACTORS LOCATIONS	
F – HOLIDAY, WINTER CLOSING AND RECOGNITION DAY SCHEDULE FOR 2022	
G – VASCUPP ZONE MAP	

I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of Waste Management Services for Longwood University (herein also referred to as “Longwood” or the “University”), an agency of the Commonwealth of Virginia.

II. **GOVERNING RULES:** This solicitation is issued in accordance with the provisions of:

- A. [Purchasing Manual for Institutions of Higher Education and their Vendors](#)
- B. [Governing Rules](#)
- C. [General Terms and Conditions](#)
- D. [Data Protection Addendum](#)

III. **BACKGROUND:**

A. **University Background:**

Longwood University is an institution of higher learning dedicated to the development of citizen leaders who are prepared to make positive contributions to the common good of society.

A comprehensive university with a strong liberal arts foundation, Longwood recently celebrated its 180th anniversary and is the third-oldest public university in Virginia, behind William & Mary and the University of Virginia. Longwood is part of the proud tradition of higher education in the Commonwealth of Virginia. Roughly one hour’s drive from Lynchburg, Charlottesville and Richmond, Longwood is located in the historic two-college community of Farmville, at a historic crossroads near where the Civil War drew to a close and powerful strides in the civil rights movement began. Today Longwood has more than 4,800 undergraduate and graduate students and more than 34,000 alumni. It maintains affiliations with the neighboring Roberta Russa Moton Museum of civil rights history and the Longwood Center for Visual Arts, one of just a few dozen nationally accredited university art museums. A member of the Big South Conference, Longwood competes at the NCAA Division I level

B. **Current Waste Services Background:**

Current service is for the equipment and waste removal/disposal as described in ATTACHMENT E. The current State approved sanitary landfill being used is Prince Edward County Landfill in Prospect, VA located approximately 8 miles from main campus. Contractor must provide the 30-yard, open-top, roll-off containers for student move-in and move-out events two (2) business days prior to the move-in/out event dates (click on this link <http://www.longwood.edu/academicaffairs/academic-calendar/> to view the current Academic Calendar). During August move-in and May move-out events, four (4) additional open top containers are staged for swap out in early morning hours to allow access to the containers prior to vehicle congestion in the area.

On an as-needed basis, contractor provides 30-yard, open top, roll-off containers for moving, clean-up, or construction projects. The University Contract Administrator notifies the Contractor when these containers need to be emptied.

Contractor services the 20-yard Roll Off Compactor at the Upchurch University Center, but it is owned by the University; see NOTE in Section X. PRICE PROPOSAL.

Contractor is required to submit copies of landfill/recycling tickets with each month's invoice, noting the container location on each ticket, for all refuse disposed/recycled.

Prince Edward County Landfill directly invoices Longwood University for all disposal fees.

IV. STATEMENT OF NEEDS: The contractor shall provide all labor, tools, equipment, materials, containers (i.e., compactors, open top roll offs and front load containers), pick-up and hauling services necessary for the complete and satisfactory performance of collection and hauling of solid waste and recyclables from all Longwood University on and off campus locations for disposal at a State approved sanitary landfill or any approved recycling facility.

A. GENERAL CONTAINER REQUIREMENTS, SERVICE AND MAINTENANCE:

1. All containers shall be suitable for immediate installation at existing locations without the need for modifications to the location and in excellent standing.
2. Equipment furnished and used by the Contractor to collect and remove waste shall at all times be clean and well maintained, both mechanically and in appearance.
3. All containers must be kept clean, odor-free and presentable at all times. The University Contract Administrator may request container(s) be refurbished or replaced, if they deem necessary.
4. All containers must be emptied completely during collections. The transfer of waste from containers to collection trucks shall be performed with a minimum of spillage and pollution of the atmosphere or surrounding areas. Contractor must pick up/clean up any spillage that occurs. The refuse collection truck shall be constructed so the refuse therein shall be well confined without any leakage, spillage or loss of refuse during transit.
5. Contractor must clean up all container areas to keep them free of debris and rubbish. The areas shall be left in a clean and sanitary condition with an empty container(s) replaced at their stations, if applicable, in a condition which will be safe and accessible to the users. Any bags of trash placed next to the containers, must be picked up.
6. Contractor must schedule front-load container pickups no later than 8:30 a.m. on the day(s) of pick up. Additional front-load container pickups and open-top containers (empty and returns) may be required at the residence halls on days other than scheduled pick-ups during move-in and move-out. Contractor must provide services for all containers beginning at 6:00 a.m. during move-in and move-out, due to alternate traffic patterns and congestion.

7. Contractor will be responsible for all damages to University property caused by the Contractor's equipment or employees to existing utilities and structures (i.e., water lines, electric conduits, sewer lines, buildings, asphalt, sidewalks, curbing and plantings). The University will make the necessary repairs and invoice the Contractor.
8. All vehicles must meet and comply with any and all applicable rules and regulations prescribed by Local, State and Federal governments. Vehicles may be subject to periodic inspection by the University.
9. If a pickup day falls on a Contractor's holiday or a University holiday/closing and the Contractor will not be making the scheduled pickup for that day, the Contractor must make the pickup on the first working day after the holiday/closing. Contractor must provide a copy of their schedule of observed holidays to the University Contract Administrator. A list of the University's holidays, winter closing and recognition days for 2022 is at ATTACHMENT F.
10. If the Contractor is unable to perform the work on the scheduled date, due to inclement weather or any other unavoidable condition, including without limitation heavy rain days or hurricane weather, the Contractor shall immediately notify the University Contract Administrator of the delay. Make-up collection shall be made within 24 hours or on a day agreeable with the University Contract Administrator.

B. FUTURE NEEDS:

It may be necessary to add or remove containers during the contract period or it may involve changes to current routes being used for collection of all waste. All changes in scope will be executed by written notice to the contractor, Contract Modification Agreement (CMA). For additional containers, the contractor shall furnish the type, number and size containers at each location required within thirty (30) days of receiving a written CMA. Where containers are no longer required, the contractor shall remove each container within thirty (30) days of receiving a written CMA. Longwood University will not be responsible for any container charges for the months remaining in the contract period after a container is removed.

C. SITE MODIFICATIONS FOR NEW CONTAINERS:

Longwood University will provide all site modifications necessary, such as concrete pads, to accommodate the installation of new containers provided by the Contractor for new waste collection locations requested by the University. The Contractor shall provide Longwood with all site modification requirements, to include but not limited to, drawings, sketches, plans and specifications.

D. MANAGEMENT REQUIREMENTS:

1. Contractor will ensure that all personnel meet the minimum qualifications, including licensing and experience requirements, as appropriate.
2. Contractor must have, implement and maintain a plan to ensure minimal disruption of services due to staff vacancies or changes.

3. Contractor will be solely responsible for the behavior and conduct of their employees or agents on University property and shall instruct personnel to fully cooperate with the University Contract Administrator.
4. Contractor agrees to remove any of his employees from servicing or providing services to Longwood, upon written request by the University Contract Administrator.

E. ADMINISTRATION:

1. The performance of work shall be monitored by the University Contract Administrator on an ongoing basis through desk monitoring, site inspection and/or other methods.
2. The Contractor may be asked to attend quarterly meetings upon request of the University Contract Administrator, who will notify the Contractor of the day and time of the meetings.
3. The Contractor shall immediately re-execute any work that fails to conform to the requirements of the contract. Should the Contractor fail to comply, the University reserves the right to engage the services of another company to perform the services to remedy the defect or failure and to deduct such costs from monies due to the Contractor or to directly assess the Contractor.

F. EMERGENCY SERVICE:

Contractor shall provide an emergency contact and phone number (no voice mail) the University can call to request pickups in case of an emergency (i.e., excess waste or pickup on an unscheduled day, including holidays and weekends).

Upon notification from the University Contract Administrator of an inoperable piece of Contractor equipment, the Contractor shall restore operation of the failed equipment within 24 hours (e.g., trash compactors). If the equipment is non-operational for more than 8 hours, the Contractor shall provide temporary dumpsters for use by the University at no additional charge. The location of the temporary dumpsters shall be in close proximity to the failed equipment or as directed by the University Contract Administrator.

G. COORDINATION WITH PRESENT CONTRACTOR:

Upon award of contract, the Contractor, if other than the present Contractor, shall coordinate the removal and replacement of the existing containers to maintain uninterrupted solid waste collection and hauling service to Longwood University. Costs incurred by the Contractor during the transition phase, if any, shall be borne by the Contractor.

V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

- A. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original, identified as the **ORIGINAL**, five (5) hard

copies, identified has a **COPY**, and one (1) electronic copy in PDF format on a USB drive of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror.

B. Proposal Preparation:

1. Proposals shall be signed by an authorized representative of the offeror. All information requested should 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.
2. 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.
3. 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, sub letter, 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 sub letter 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 where the RFP requirements are specifically addressed.
4. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror’s proposal.
5. 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.
6. 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 § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. 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 of the proposal.

- C. **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 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 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.
- D. **SPECIFIC PROPOSAL INSTRUCTIONS:** Proposals should be as thorough and detailed as possible so that Longwood University may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:
1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
 2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
 3. State Corporation Commission Form, included as an attachment to the RFP.
 4. A written narrative statement to include:
 - a. Experience in providing the goods/services described herein.
 - b. Names, qualifications and experience of personnel to be assigned to the project.
 - c. Resumes of staff to be assigned to the project.
 5. Specific plans for providing the proposed goods/services including:
 - a. List of proposed equipment/goods/etc. including operating parameters, illustrations, etc.
 - b. What, when and how the service will be performed.

- c. Time frame for completion (if not otherwise specified by the agency in the statement of needs).
6. Price Proposed. Indicate in the pricing schedule, Section XI of the RFP, if provided.
7. Small Business Subcontracting Plan – Summarize the planned utilization of DSBSD-certified small businesses which include businesses owned by women and minorities, when they have received DSBSD small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless the solicitation has been set-aside for small businesses or no subcontracting opportunities exist.

VI. EVALUATION AND AWARD CRITERIA:

- A. **EVALUATION CRITERIA:** Proposals shall be evaluated by Longwood University using the following criteria:

<u>CRITERIA</u>	<u>POINT VALUE</u>
1. Specific plans or methodology to be used to perform the services	25
2. Experience and qualifications of personnel assigned to perform the services	25
3. Price Proposal	20
4. Small Business Subcontracting Plan	20
5. References from other clients	<u>10</u>
TOTAL	<u>100</u>

- 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 the 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 proposal, 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 reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). 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.

- VII. OPTIONAL PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held on February 22, 2022 at 2:00 p.m. in Lancaster Hall, Room 223. The purpose of this 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.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation, if necessary.

VIII. SPECIAL TERMS AND CONDITIONS

1. **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.
2. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the Contractor, without penalty, after the initial 12 months of the contract period upon 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.
3. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase orders with the applicable eVA transaction fee assessed for each order.

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.

4. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for seven (7) optional 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 shall be given approximately 90 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 Other Services category of the CPI-U 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 Other Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

5. **CONTRACT PARTICIPATION:** Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <http://www.longwood.edu/materielmanagement>), Cooperative Procurement, it is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify Longwood University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Longwood University. Longwood University 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 Longwood University is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances. Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

6. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for (90) days. At the end of the 90 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

7. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Offeror Due Date Time

Street or Box number RFP#LU214-22-009
RFP No.

City, State, Zip Code Waste Management Services
RFP Title

DSBSD-certified Micro Business or Small Business No. _____

Name of Contract/Purchase Officer or Buyer _____

8. **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.

9. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**

- A. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. The Contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.
- B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime Contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the Contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the Contractor has certified compliance with the Contractor's submitted Small Business Subcontracting Plan or is in receipt of a

written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

C. Prime Contractor Subcontractor Reporting:

1. Each prime Contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

10. **PREPROPOSAL CONFERENCE - OPTIONAL:** An optional preproposal conference will be held at 2:00 p.m. on February 22, 2022 in Lancaster Hall, Room 223. **Offerors in attendance at the conference will be required to wear a face mask.** The purpose of this 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.

11. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments under this contract may be permitted only for changes in the Contractor's cost of dumping refuse, not to exceed the increase in the landfill fees by the landfill operator. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted upon written request and only where verified to the satisfaction of the University. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University.

Contractor shall give not less than 30 days advance notice of any price increase to the University's Contract Administrator. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The Contractor's request shall document the amount and proposed effective date of any change in the contract price for landfill fees. Documentation shall be supplied with the Contractor's request for increase and shall verify that the requested price increase is based on the new landfill fees.

The Purchasing Office will notify the Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the University's Contract Administrator.

12. **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.
13. **REFERENCES:** Offerors shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, telephone number and email address. An Offeror Data Sheet has been included as an attachment to this RFP for providing this information.
14. **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.
15. **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.
16. **CONTINUITY OF SERVICES:**
 - a.) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 - b.) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-

in/phase-out services. This plan shall be subject to the Contract Officer's approval.

- c.) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

17. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided as an attachment to this RFP. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

18. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

19. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.

- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.

- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.

- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.

- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

- IX. METHOD OF PAYMENT:** Contractor shall submit invoices against work completed as determined by the negotiations and agreement of both parties. Invoices shall be submitted to:

Longwood University
Facilities Management
201 High Street, Bristow 219A
Farmville, Virginia 23909

- X. PRICE PROPOSAL:** The Offeror agrees to provide services in compliance with the GOVERNING RULES, STATEMENT OF NEEDS and SPEICAL TERMS AND CONDITIONS contained herein. The Offeror shall submit a complete and detailed price proposal for providing the goods/services specified in the STATEMENT OF NEEDS.

NOTE: The University owns the 20 yard Roll Off Compactor located at Upchurch University Center. Offeror is requested to include in their price proposal a price to purchase the compactor. The compactor would stay in its current location and otherwise be covered under this contract.

- XI. ATTACHMENTS:**

A – WRITTEN PRE-PROPOSAL QUESTION FORM

B – SMALL BUSINESS SUBCONTRACTING PLAN

C – OFFEROR DATA SHEET

D – STATE CORPORATION COMMISSION FORM

E – LONGWOOD UNIVERSITY WASTE CONTAINERS/COMPACTORS LOCATIONS

F – HOLIDAY, WINTER CLOSING AND RECOGNITION DAY SCHEDULE FOR 2022

G – VASCUPP ZONE MAP

ATTACHMENT A – WRITTEN PRE-PROPOSAL QUESTION FORM

Project: Waste Management Services
Longwood University
Farmville, Virginia 23909

Attention: Deborah J. Cooper, CUPO, VCO
Interim Director of Materiel Management & Purchasing
Lancaster Hall, Room 215B
Longwood University
Farmville, Virginia 23909
Fax: 434-395-2246 | Email: materielmanagement@longwood.edu

The following questions are against RFP#LU214-22-009

<u>Section, Page, Paragraph, Line(s)</u>	<u>Question</u>
--	-----------------

All questions shall be received by **12:00 Noon, February 25, 2022**. All responses to questions will be made by addendum.

Question(s) submitted by:

Name

Company

Email Address: _____

Phone # _____

Fax # _____

ATTACHMENT B – SMALL BUSINESS SUBCONTRACTING PLAN

Definitions

Small Business: “Small Business” means 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. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at www.dmb.virginia.gov (Customer Service).

Offeror’s Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bidder to receive credit for the small business subcontracting plan evaluation criteria, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in this section. Points will be assigned based on each bidder’s proposed subcontracting expenditures with DSBSD certified small businesses for the initial contract period as indicated in Section B in relation to the bidder’s total price.

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a (**check only one below**):

_____ Small Business Certification Number: _____
_____ Small and Women-owned Business
_____ Small and Minority-owned Business Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name & Address	Status if Small Business is also:			Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
DSBSD Certificate #	Women (W) Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services		
Totals \$					

ATTACHMENT C – OFFEROR DATA SHEET (TO BE COMPLETED BY THE OFFEROR)

- A. **Qualification of Offeror:** The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Indicate below the length of time you have been in business providing the services required herein.

_____ Year(s) _____ Month(s)

- B. **References:** List three (3) references (preferably colleges or universities, if available) for whom you have provided this type of service. Include the dates of service and the name, phone number and email address of the person Longwood University has your permission to contact.

1. _____
Company/Name of Contact Person

Address

Phone Number

Date(s) of Service

Email Address

2. _____
Company/Name of Contact Person

Address

Phone Number

Date(s) of Service

Email Address

3. _____
Company/Name of Contact Person

Address

Phone Number

Date(s) of Service

Email Address

ATTACHMENT D - STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The offeror:

☐ is a corporation or other business entity with the following SCC identification number: _____

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

ATTACHMENT E - LONGWOOD UNIVERSITY WASTE CONTAINERS/COMPACTORS LOCATIONS

Location Name	Address	Quantity	Container Size	Frequency
Bedford Hall	Race Street	1	8 Cu Yd	On Call Service
Communication Studies Theater/ Wood Shop	Race Street	1	2 Cu Yd	On Call Service
Vernon Street Warehouse	399 Vernon Street	1	40 Cu Yd Waste Compactor Three Phase Electric	Tuesdays - Fridays
Dorrill Dining Hall	East Madison Street	1	20 Yd Roll Off Compactor Single Phase	Tuesdays - Fridays
Upchurch University Center	West Madison Street	1	20 Yd Roll Off Compactor*	Tuesday
Lancer Park Pod Market	902 Clubhouse Circle	1	8 Cu Yd	Tuesdays - Fridays
Lancer Park Apartments	899 Healy Street	3	8 Cu Yd	Tuesdays - Fridays
Lancer Park Brown Commons	899 Healy Street	2	20 Cu Yd	Tuesdays - Fridays
Longwood Village Apartments	100-107 Lancer Circle	1	8 Cu Yd	Tuesdays - Fridays
Longwood University Lumber Yard	213 4 th Street	1	30 Cu Yd	On Call Service
Midtown Properties	North Main Street	6 (waste)	8 Cu Yd	Tuesdays - Fridays
		1 (recycle)	8 Cu Yd	1 Lift Per Week
Longwood University Warehouse	3565 West 3 rd Street	1	30 Cu Yd	On Call Service
		2	2 Cu Yd	On Call Service
Longwood University Student Move In	Various Location	7-14	30 Cu Yd	August
Longwood University Student Move Out	Various Locations	7	30 Cu Yd	December
Longwood University Student Move Out	Various Locations	7-14	30 Cu Yd	May

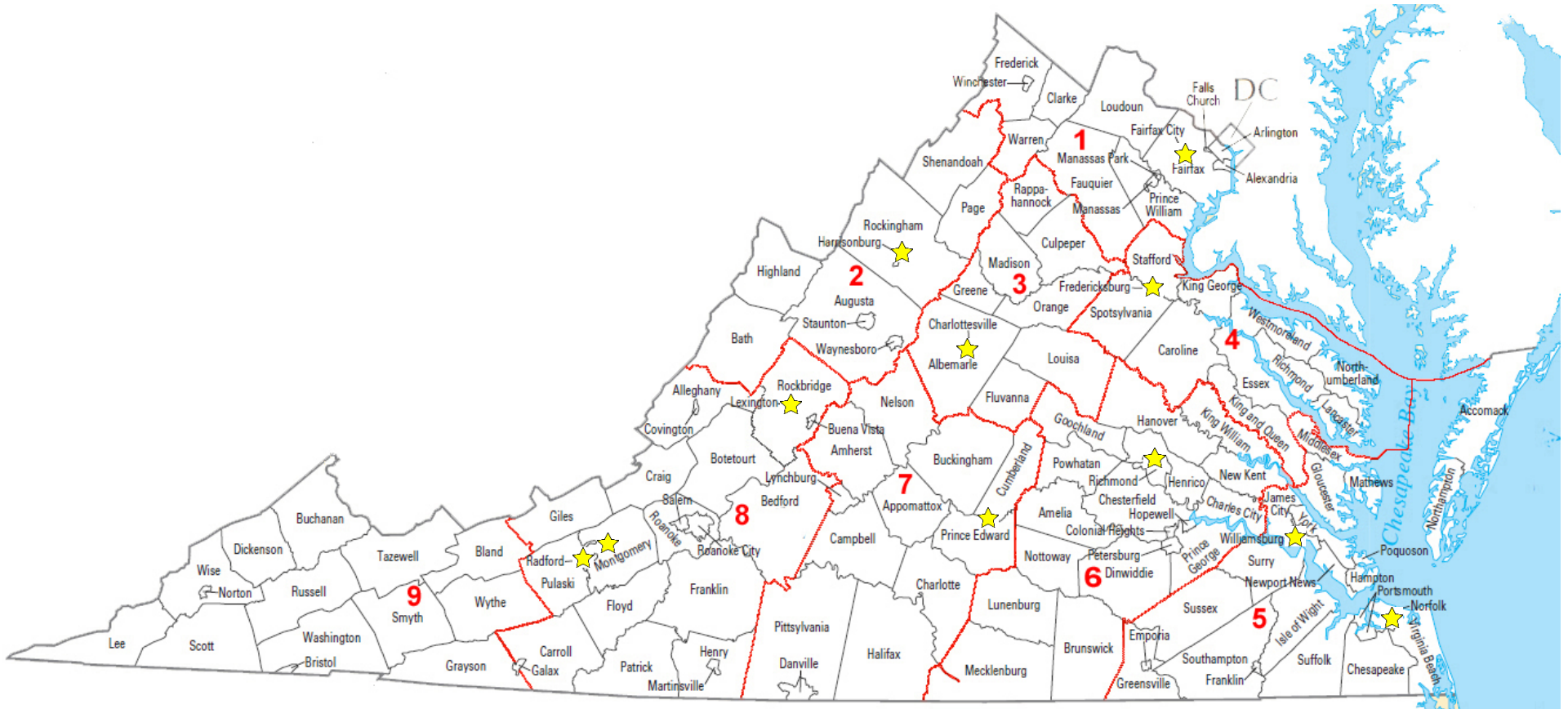
*University owns compactor.

Longwood University

2022 Holiday, Winter Closing, and Recognition Day Schedule

The following days are Official University holidays for 2022. The awarded Recognition Days are also noted below. The University will be closed on all of these days.

Friday, December 31, 2021	New Year's Day (observed)
Monday, January 17	MLK Day
Monday, March 7	Spring Break
Friday, May 27	Recognition Day
Monday, May 30	Memorial Day
Monday, June 20	Juneteenth (observed)
Friday, July 1	Recognition Day
Monday, July 4	Independence Day
Monday, September 5	Labor Day
Friday, October 7	Recognition Day
Wednesday, November 23	Day before Thanksgiving
Thursday, November 24	Thanksgiving Day
Friday, November 25	Day after Thanksgiving
Monday, December 19	Winter Break
Tuesday, December 20	Winter Break
Wednesday, December 21	Winter Break
Thursday, December 22	Winter Break
Friday, December 23	Additional Holiday Time
Monday, December 26	Christmas (observed)
Tuesday, December 27	Winter Break
Wednesday, December 28	Winter Break
Thursday, December 29	Winter Break
Friday, December 30	Winter Break



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u>