



**I. PURPOSE:** The purpose and intent of this Quick Quote is to conduct a solicitation for a one (1) year contract with four (3) one (1) year optional renewals to provide refuse removal services at James River State Park, 104 Green Hill Drive, Gladstone, Virginia 24553 . Please refer to the detailed scope below for the project general site areas.

**II. SCOPE OF WORK:**

Under the guidance of staff from the Department of Conservation & Recreation’s Virginia State Parks, contractor shall provide all labor, supervision, equipment, landfill fees and supplies necessary to collect and dispose of refuse at James River State Park per below scope of work:

**A. General Requirements:**

1. Contractor shall install below specified containers and service at requested schedule.

a) November 2020-**5 total dumpsters**-five (5) each 8 yard dumpsters, with bear proof latches and serviced as per below:

1. One (2) each 8 yard Once per week on Tuesday at Cabin loop entrance.
2. One (2) each 8 yard Once per week on Tuesday at Park Road across from Branch Pond Road
3. One (1) each 8 yard Once per week on Tuesday at Canoe Landing Campground Entrance.

b) December 2020 through February 2021- **4 total dumpsters**-four (4) each 8 yard dumpsters, with bear proof latches and serviced as per below:

1. One (2) each 8 yard Twice per month on Tuesdays at Cabin loop entrance.
2. One (2) each 8 yard Twice per month on Tuesdays at Park Road across from Branch Pond Road

c) March 2021 through October 2021 **5 total dumpsters**-five (5) each 8 yard dumpsters, with bear proof latches and serviced as per below:

1. One (2) each 8 yard Once per week on Tuesday at Cabin loop entrance.
2. One (2) each 8 yard Once per week on Tuesday at Park Road across from Branch Pond Road



3. One (1) each 8 yard Once per week on Tuesday at Canoe Landing Campground Entrance.

d) OPTIONAL AWARD LINE ITEM BASED ON AVAILABILITY – NO BID ON THIS LINE ITEM IS REQUIRED TO BE EVALUATED FOR WASTE REMOVAL CONTRACT.

October 2020 through September 2021 – OPTIONAL one (1) total Recycle Container to be serviced on a WILL CALL basis located – May be single stream or separated bin. Price must be fixed price monthly charge or per call to pick up with a breakout of all charges for the pickup.

2. All refuse removed shall be disposed of in a State approved sanitary landfill. The Contractor shall provide evidence the landfill is approved by the Department of Environmental Quality and/or the Department of Health upon request.
3. The Contractor shall provide refuse containers designed for heavy trash service. The containers shall be designed to provide rodent-proof, animal-proof (all dumpsters shall be Bear proof with metal lids), and wind-proof storage of trash.
4. The Contractor shall provide containers with plastic lids. Reinforced with a rigid metal frame or suitable equal and side latch locking mechanisms. See attached pictures for latch examples.
5. The Contractor shall disinfect containers monthly to maintain a healthy and odor-free environment.
6. The contractor shall maintain containers in good repair and appearance at all times, repair and repaint containers as necessary, provide substitute containers when maintenance or repair is being performed and exchange containers at no additional cost if the Commonwealth determines containers are unsightly, damaged or unusable.
7. The Contractor shall provide a competent driver who possesses a valid chauffeur’s license and an adequate number of personnel on each truck to insure proper loading and to maintain the cleanliness of the refuse staging area. Employees shall wear uniforms identifying them as such.
8. Should inclement weather conditions or problems beyond the control of the Contractor interrupt or delay service, the Contractor shall advise the



Park Manager of the stoppage or delay and inform him/her of the alternate collection day.

9. The preferred days for collection are Tuesdays. Should the regular collection day fall on a holiday, the Contractor shall collect refuse on the next business day.
10. Optional Single Stream Container must be included in quote or shall documented unavailable at time of bid.

**III. BID INSTRUCTIONS:** Bid may be made electronically through eVA or a paper bid using the paper bid form may be submitted to Contracting Officer in charge of the solicitation.

**A. Forms required at time of bid:**

1. Attachment A – Vendor Data Sheet

**B. Bid Requirement:**

1. Bids shall only be accepted for a flat ALL-INCLUSIVE/ALL AREAS rate per month.

**IV. GENERAL TERMS AND CONDITIONS:** See additional attachments titled “General Terms and Conditions” and “eVA Quick Quote Standard Term and Condition”

**V. SPECIAL TERMS AND CONDITIONS**

- A. 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.
- B. 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.
- C. AWARD:** The Commonwealth will make the award on a lump sum basis to the highest responsive and responsible bidder that is a DSBSD certified micro business if such a bid is received, provided that the bid is less than \$10,000 and the agency in its sole discretion determines that the bid price is fair and reasonable. Otherwise, award of the contract shall be made to the highest responsive and responsible bidder that is a DSBSD-certified small business if such a bid is received, provided that the bid is not more than \$100,000 and the agency in its sole discretion determines that the bid price is fair and reasonable. If, in the



agency’s opinion, the criteria in the previous two sentences are not present, then award shall be made to the highest responsive and responsible bidder of any size, provided the agency in its sole discretion determines that the price is fair and reasonable. If applicable, unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award to the lowest responsive and responsible bidder. The Department of Conservation and Recreation reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

**D. BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**E. BID PRICES:** Bid shall be in the form of an all-inclusive firm fixed price per acre during the contract period. Pricing submitted beyond 2 decimal places shall be rounded DOWN to the nearest whole cent (i.e. a bid of \$.377 for an item will be rounded down to \$.37).

**F. 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.

**G. 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:

1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

2. 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

3. 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/phaseout 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.

**H. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in (\_\_\_1\_\_\_) purchase order(s) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
  - (i) DSBSD-certified Small Businesses: 0.75%, capped at \$500 per order.
  - (ii) Businesses that are not DSBSD-certified Small Businesses: 0.75%, capped at \$1,500 per order.
  
- b. For orders issued January 1, 2014, and after, the Vendor Transaction Fee is:
  - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), 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](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

**I. EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.



- J. INDEPENDENT CONTRACTOR:** The Contractor, his employees and agents are not to be, at any time considered servants, agents or employees of the Commonwealth of Virginia, nor of any department or division thereof, but instead are considered to be independent contractors.
- K. 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.
- L. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offer certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage 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.
- M. PRICE ESCALATION/DE-ESCALATION:** Price adjustments under this contract may be permitted only for changes in the Contractor's cost of dumping refuse from implementation of, and not to exceed, the increases in the landfill fees by the landfill operation. Price escalation may be permitted upon written request and only where verified to the satisfaction of the Commonwealth. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. The Contractor shall submit requests for price increases to the Commonwealth not less than thirty (30) days in advance of the proposed effective date. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full thirty (30) day period. The Contractor's request shall document the amount and proposed effective date of any changes in the contract price of landfill fees. Documentation supplied with the Contractor's request for increase shall verify that the requested price increase is based on the new landfill fees.
- N. 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 Refuse-First Landing State Park Page 5 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.
- O. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for (2) successive one 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 **Table 7. Consumer Price Index for All Urban Consumers, U.S city average, by expenditure category, 12 month analysis table, category “Other Services”** section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/data/>

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 **Table 7. Consumer Price Index for All Urban Consumers, U.S city average, by expenditure category, 12 month analysis table, category “Other Services”** section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/data/>

**P. 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.

**Q. 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.

**VI. METHOD OF PAYMENT:** The Contractor shall be paid on the basis of monthly invoices submitted at the end of each month of service. Invoices must match the bid price reflected on the purchase order in eVa for the service period month. All potential changes must be reported to the contracting officer to update purchase order to reflect the correct pricing at time of change.

**Invoices shall be submitted by mail to:**

Department of Conservation and Recreation  
Attention: Accounts Payable  
600 East Main Street, 24<sup>th</sup> Floor  
Richmond, Virginia 23219

**By email to:** [accountspayable@dcr.virginia.gov](mailto:accountspayable@dcr.virginia.gov)



**VII. PRICING SCHEDULE:** The bidder agrees to provide services in compliance with the scope of work and terms and conditions of this quick quote for the following at a per monthly charge. Monthly bid price shall include all fees for the associated month to include but not limited to landfill fees, container delivery fees, pickup fees and rental.

**VIII. ATTACHMENTS:**

Attachment A – Vendor Data Sheet