

H. Unfinished Business (Tab 4)

2. Waste to Energy Update



Rappahannock Regional Solid Waste Management Board

489 Eskimo Hill Road • Stafford, Virginia 22554 • 540-658-5279 • FAX 540-658-4523

To: R-Board Members

FROM: Keith Dayton *Keith*
Deputy County Administrator

DATE: November 15, 2013

SUBJECT: **Waste to Energy Proposal Update**

The R-Board, at the September meeting, decided to reissue the Request for Proposals to solicit proposals from firms interested in proposing alternative methods to our current landfill operations. The R-Board also directed staff to solicit public input into the development of the RFP to ensure public involvement throughout the process.

Upon finalizing the draft RFP, key portions of the RFP were posted for review and input from the public for a two week period. These sections included the background information, scope of project, requested information, evaluation criteria, basis for award, and a list of the information to be provided with the RFP. The list identified that a graphic of the landfill site, along with various annual reports to indicate the type and quantity of solid waste delivered to the landfill in the recent past, as well as the revenues generated from this activity, would be attached to the RFP. Standard proposal language included in all proposals issued by the County was not included with the solicitation for public input.

Staff received numerous comments from citizens over this two week period. Each comment was logged in verbatim and evaluated. Staff then prepared a response to each comment, and the RFP modified where staff felt a change was warranted. The most significant modifications to the RFP language concerned addressing unknown soil conditions, bonding, the need for additional information relative to engineering and permits, and clarification related to the subsequent environmental study.

The log of public input received by staff is attached, with any recommended actions resulting in a change to the RFP in red font.

Also attached is the updated RFP, with the suggested changes also in red font.

The RFP process is expected to be lengthy, with multiple opportunities to request additional information from firms interested in providing alternative solids handling services to the R-Board. Staff is recommending an initial proposal development period of 90 days to allow ample time for firms to understand our objectives and respond with a detailed proposal tailored to our needs. The 90 day period will also allow sufficient time for proposers to ask for additional clarification, if necessary, and for the proposal to be amended.

After the proposals are received, and initial evaluation completed, there will be an extended period for interviews and presentations related to the proposals. The R-Board can request additional information from firms during this time as well.

R-Board Memorandum

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Should the R-Board desire to proceed with the RFP, Resolution R13-05 is attached authorizing staff to issue the RFP. It is expected that the proposals will be received in early March, and evaluation initiated immediately thereafter.

It has been suggested that the R-Board employ a third party firm to assist with the evaluation of proposals. This is possible, although funding for this service was not included in the FY2014 budget. The cost for this service would be highly variable, depending upon the extent of the services requested, but would exceed the threshold requiring a separate Request for Proposals. Development, advertisement and selection of a firm to provide consultation services can be expected to take about four months.

KCD:kd

Attachments (as noted)

Received By	Concern	Response	Recommendation
Phone call	Should recycle more to reduce the amount of material in landfill	The landfill is currently certified with a 49% recycle rate, and continuously looks for ways to enhance its recycle numbers. Beyond more public participation in our recycle efforts, additional enhancement of our performance will require a sophisticated separation facility to screen MSW brought in by commercial haulers.	No change to RFP language
E-mail	May I suggest that the following sentence be stricken from the RFP: "Eligible technologies, include, but are not limited to, pyrolysis, gasification, anaerobic digestion, composting, or other commercially viable product." This is a giant flashing green light to the previous 'successful' bidder, EEP, that proposed a pyrolysis facility. This reinforces the realistic perception that EEP remains the bidder of choice.	The RFP has been drafted to allow proposal and consideration of all alternative processes for managing our solid waste. No preference has been expressed or implied.	No change to RFP language
E-mail	How much land does the R-Board have to lease? The entire complex is approx. 800 acres but, how much is leasable?	With respect to question #1, there will be a facility graphic provided with the full RFP to help address the first question. It will show the entire R-Board property, along with the portions previously used, and future areas under permit, as well as the area currently undesignated for use. That will provide the maximum possible area available. We had designated about 11 acres as available for the previous proposed facility, but it is conceivable this could be expanded.	No change to RFP language
E-mail	Would the R-Board be willing to allow additional MSW to be brought in from neighboring areas to meet feedstock needs to assure profitability? If so, what would be the capped amount we would consider now, if MSW is increased (understanding our MSW tonnage number already grows annually at some trended amount)?	Questions 2 and 3 are inter-related. The concept of the use of outside solid waste was forwarded by all three previous proposers. As you are aware, this idea was the subject of much debate during the previous proposal discussion, and I have no doubt there will be considerable public interest in proposals that suggest the importation of outside waste streams. The concerns expressed during the previously effort centered around increased environmental quality impacts, and traffic impacts on Eskimo Hill Road.	No change to RFP language
E-mail	What is the daily waste capacity for the roads serving the landfill site currently? Can that capacity be increased?		No change to RFP language
E-mail	Who will bear the responsibility to do indepth soil testing and if necessary the reclamation, if possible, of incinerator facility parcel?	Soil testing, and remediation of acid sulfate soil conditions, if necessary, will be the responsibility of the successful proposer.	See below

E-mail	<p>Would someone bid on a contract for a piece of land that might have a drawback? Would someone not sue if they were not told of the possible condition?</p>	<p>We don't intend to sell the property, but are open to leasing the property required. We will make no warranty or representation regarding the subsurface conditions as a result of leasing the property; consequently, there should be no reasonable basis for a claim against the R-Board. The presence of acid sulfate soil in Stafford is well documented and known by all geotechnical engineers operating in the County. Finally, preparation of the most likely site will require very little grading to prepare for building construction, reducing the chance that excavation will reach the acid sulfate layer. That is typically found around 20' below grade.</p>	<p>Add clause to the RFP to the effect that the R-Board makes no representations as to the nature or consistency of subsurface conditions, and that it is incumbent upon the successful proposer to make this determination.</p>
E-mail	<p>The RFP should clearly state that each vendor's proposal will be published for public comment on the R-Board website. The proposing vendor must agree to that or they will be deemed non-responsive and ineligible for award.</p>	<p>Public input will be sought during the selection process; however, it is unprecedented for each proposal to be posted publicly on the web, or to solicit public input while the review is underway.</p>	<p>No change to RFP language</p>
E-mail	<p>A critical requirement that the RFP does not contain is a prohibition on importing waste from other jurisdictions. Importing waste from elsewhere is clearly not in the best interests of Stafford.</p>	<p>R-Board policies currently prohibit importation of outside solid waste (with the exception of small quantities from Madison County). This issue will be addressed during evaluation of the proposals, and deliberation by the R-Board, County & City.</p>	<p>No change to RFP language</p>
E-mail	<p>If the company has no prior qualifications in building and operating a plant <u>exactly</u> like the one it is proposing, the proposal should be considered non-responsive and the vendor eliminated from consideration.</p>	<p>It is highly unlikely that a facility proposed in Stafford County will be <u>exactly</u> like a facility contracted elsewhere. This requirement would stifle any responses.</p>	<p>No change to RFP language</p>
E-mail	<p>Section 5 does not mention Bond requirements and whether the proposer has the wherewithal to provide bonds that can handle removal of the plant and restoration of the site to its current state if the plant ceases operation and when the plant is decommissioned.</p>	<p>This is a safety precaution typical for these facilities, and provides a safeguard to all parties.</p>	<p>The requirement to post bonds has been added.</p>

E-mail	Section 5 does not require that financial claims be proven; all it asks for is "information", which can be satisfied simply by making statement. The proposer must be required to prove, via attached bank references, that the company has the funds needed to build and operate the plant until the main revenue stream is generated, that it has sufficient resources to handle periods when the mix of waste cannot generate electricity sufficient to make the operation profitable, and that it will maintain sufficient cash reserves to handle such down periods. Further, the RFP should unequivocally state that neither Stafford nor Fredericksburg will guarantee any costs or loans for the project.	These would be very stringent conditions if required at the proposal stage. Staff expectation is that some level of financial information would be provided, and considered during evaluation. Further supporting financial information could be provided prior to subsequent agreement, award, and/or contracting. It is expected that development of financial support could evolve along with the contractual process.	No change to RFP language
E-mail	Section 6 should include a requirement that the vendor include an explanation of why the permits listed are required.	This additional information can be requested.	The additional information has been requested
E-mail	Section 7 should clarify that the R-Board will only consider proposals that address the waste from Stafford and Fredericksburg, and not allow the importation of waste or other fuels from any other locale. Proposals that require importing any type of waste or fuel will be deemed non-responsive and not eligible for award.	This stipulation could be included, if desired by the R-Board. Staff recommends leaving the proposal more open, then evaluating proposals upon all factors, including the importation of outside waste streams during review.	No change to RFP language
E-mail	Section 9 should be strengthened to require that noise and odor claims be substantiated with examples from other, existing plants in operation in the US	We can request data where available. There is no reason that noise or odor data would be different based on the country of operation.	We have requested data to support the information submitted
E-mail	Section 10 should be strengthened to unequivocally state that no water will be available from Stafford County for daily plant operations, except for a minimal number of toilets and drinking water at the plant. The vendor should be required to provide how much water will be used by plant operations, where that water will come from, how much waste water will be created, and how that water will be reclaimed/cleansed.	Staff does not recommend this restriction.	No change to RFP language
E-mail	Section 14 should address bond requirements that ensure that sufficient capital is available to build, operate, and decommission the plant, and handle emergency conditions that might arise	Bonding and security requirements have been modified to be more specific to this project.	Add specific language to address bonding requirements
E-mail	Section 17.b should require that the proposer include any cited tests, past studies, etc., and state whether the reports were generated by independent organizations, including their names and contact information, or whether the vendor or affiliates paid for the studies or had a hand in selecting who performed the studies or were affiliated with industry groups.	The R-Board has the authority to request copies of previous testing if it desires. Staff recommends asking only the leading candidates for this information.	No change to RFP language
E-mail	Section 17.d should require that for any and all shutdown/slowdown/restart processes, continuous monitoring be in place for toxins, especially dioxins. The vendor must propose a solution for handling periods where toxins are generated in higher than allowed amounts.	Any facility constructed and operating will be required by DEQ to perform continuous monitoring. The permit will not allow them to discharge at levels above the permitted levels.	No change to RFP language

E-mail	Section 17.e must require that continuous monitoring for all known toxins be performed by the vendor, daily reports be provided to the R-Board, and the vendor paying the for a full-time, qualified person to monitor and report the results to the R-Board and to the public. That person should be a County employee and must sign a hiring agreement that he/she will not work for the vendor, or any related vendor after leaving the position. Continuous monitoring, for example, means daily (24 hour x 7 days per week) monitoring for dioxin, mercury, lead, cadmium, carbon dioxide, etc., any and all toxins that any incinerator might release into the air, land, or water.	Monitoring and compliance requirements will be established by DEQ.	No change to RFP language
E-mail	Section 17.f should be strengthened to identify any toxic by-products and emissions that will be, or <i>might be</i> , generated by the processes proposed, including a chemical composition of the ash/slag created, air emissions released, and waste water. Proposals must address how these toxic substances will be handled, including identification, isolation, and temporary/permanent storage and disposition. Extraordinary measures to address weather events such as hurricanes, tornadoes, and the like must be described and documented. Any proposal that does not include that information must be deemed non-responsive and removed from consideration.	Monitoring and compliance requirements will be established by DEQ during consideration of the permit application.	No change to RFP language
E-mail	Section 18 should state that, prior to the R-Board making a final determination, the study will be released to the public for comments, and both the report and public comments will be evaluated by the R-Board. If the R-Board determines that the study needs additional information or if the study shows that the health risks are too high, the report will be grounds for non-award.	These conditions are prerogative of the R-Board. There is no requirement for the R-Board to award a contract at any point in the evaluation process.	No change to RFP language
E-mail	Criteria 1 should state "Detailed Assessment of Environmental and Health Risks". Assessment of health risks to the surrounding counties is critically important and should be clearly stated. "Willingness to Fund Further Study" should be a condition of award and all vendors who submit proposals must be willing to pay for an independent environmental and health assessment of the winning solution. They must include a statement that, should they be selected for award, they agree to pay for the study or they will be deemed non-compliant and dropped from further consideration for award.	This is implicit already in the RFP language.	No change to RFP language
E-mail	Criteria 5 should be moved up in importance to number 2, and should be reworded to state "Capital Investment Level, Funding Strategy, and Proof of Financial Capability".	Staff disagrees with this suggestion	No change to RFP language

E-mail	Criteria 6 should be eliminated as it gives an unfair advantage to EEP, LLC. Their advantage was based on misrepresentations to Virginia Power and Electric, as they claimed to already own and operate a plant at the Stafford Landfill, which was plainly false. Instead,	Criteria 6 relates to the "Previous Level of Effort Towards Project Development", and was inserted to recognize efforts to secure end users for primary production streams and by-products, as well as interface with regulators. This could have a significant impact on the information provided in response, and the viability of the proposal.	No change to RFP language
E-mail	Criteria 7 should be moved up in importance and reworded to state "Track record of successful ventures by the proposing vendor, including contact information for references cited". This is a risky project and if the vendor has not successfully implemented their proposed solution before, the risk is simply too great to the residents' environment and health. Without requiring contact information, the proposer can make unsupported claims about the success of the projects cited.	Proposers will be expected to submit details regarding previous ventures, to include contact information.	No change to RFP language
E-mail	Criteria 8 should state what schedule is included (e.g., permit applications and approvals, site prep, plant construction beginning and completed, schedule for initial start-up and full electricity generation, etc.). Additionally, the vendor should propose, and be willing to negotiate, the penalties they would incur if they miss any parts of the schedule.	Experienced firms understand the level of detail necessary to develop an adequate schedule. Penalty clauses are not normal or necessary at this stage of an RFP process.	No change to RFP language
E-mail	from: "These Offerors may be requested to make an oral presentation to the Selection Committee to explain their Proposal and answer questions." to: "These Offerors will be requested to make an oral presentation at a Public Hearing where the Public will be allowed to ask questions and where the proposer will be expected to answer them. After that, the Offerors may be requested to submit a revised proposal to the Selection Committee. Their revised proposal will again be published for public comment for a period of 30 days, and the Selection Committee will use that revised proposal to make their decision."	Staff does not recommend public questioning of the proposing firm.	No change to RFP language
E-mail	You need to include mention of this (acid sulfate soil) in the RFP, so that the vendor knows that it could occur and that he/she will be responsible for paying for it.	This is addressed in #7 above. Staff recommends noting that no representations are made relative to site conditions	RFP will be modified to address this
E-mail	I suggest that the developer post a bond in favor of the landfill for the full cost of decommissioning and remediation.	This is addressed in #17 above.	The requirement to post bonds has been added.
E-mail	Can you please send me Appendix A-D in the proposed WTE RFP?	The appendices will include a graphic of the landfill site, along with financial and operations data readily available online. This information is not editable or subject to comment.	No change to RFP language
E-mail	Hiding facts is noncompliant with public disclosure and input (follow-up to the above comment)	The information is available for public review online.	No change to RFP language

E-mail	Mr. Hontz provided a edited word version of the RFP excerpt with numerous suggestions, questions, and comments. Staff has attached this document with responses.	See attached document	See attached document
E-mail	After reviewing the RFP it appears that the R-Board, like the rest of the country, is in the early stages of investigating waste to energy processes and engineering. Some of the potential technologies are relatively new. For example, the potentially promising pyrolysis process has yet to be done on a commercial scale in this country using municipal solid waste as a feedstock. That being the case, it may make sense to turn this RFP into a Request for Information (RFI).	The RFP requires substantial amounts of information relative to the proposed process. In addition, those evaluating this information can request additional information as well. RFI's are a good means to obtain general information relative to a particular topic; however, RFP's will attract more specific information tailored to a specific project.	No change to RFP language
E-mail	There are a number of internal inconsistencies in the document that may cause confusion to potential bidders. These include the goal of the project, whether the expectation is for lease or sale of property and repeated references to additional outside waste coming into the landfill.	The goal is stated in the opening paragraph and is "financing, construction, operation, and maintenance of Alternative processes for the municipal solid waste (MSW) delivered to the landfill in an environmentally sound, economically viable, and socially acceptable manner." References to "sale" of property have been removed. The RFP leaves the possibility of importation of outside MSW open, but makes it clear that this isn't allowed under current operating rules, and that there would be considerable scrutiny of such a proposal.	References to the "sale" of property have been removed. This was included in the previous proposal, but is not considered for this offering
E-mail	The lack of any requirement for the vendor to provide detailed engineering information that would allow evaluators to differentiate between concepts and actual experienced engineering firms	The RFP currently requests a considerable quantity of information relative to the proposed facility, some of which would be engineering information. Specifically requesting engineering information is also appropriate; however, it should be noted that designing the proposed facility at the proposal stage is not called for.	The request for engineering studies, calculations and drawings has been added to Section III.2.d
E-mail	Confusion concerning the bidder funded environmental study and the award to the firm that will proceed with a project	The intent of the environmental study, and subsequent award to a proposer seem clear. The requirements relative to the environmental study RFP could be clearer.	Additional language relative to the environmental study RFP has been included in Section III.18.
E-mail	If we are so limited on space, why are we giving away 11 acres for a huge experimental venture?	This question is answered by the stated goal of the RFP "The goal is to reduce the waste stream being directed into the landfill, and convert this into an environmentally safe product(s), suitable for reuse in a safe, cost effective manner."	No change to RFP language

E-mail	No matter how secure a facility, poisonous gasses could make their way into the air, the air you and everyone around you are breathing. What kind of alarm system would be required to warn of this event? The mishap of 3-mile Island is an example of a "can't fail" failure.	This question implies that a decision has been made on the type of facility and process to be used, along with the extent of emissions control features to be employed. That is not the case.	No change to RFP language
E-mail	The time limit for submitting comments is only 14 days and should have been longer. Usually the comment period for State or Federal permits is 30 days.	The comment period of 14 days was considered adequate considering the scope of the document offered for review.	No change to RFP language
E-mail	Draft RFP is incomplete. Appendix A-D is not included with the RFP. Appendix A-D will have additional information on the type and quantity of waste streams and revenue and expenditure data from the last two years.	This comment is similar to #31 above. The response is identical as this information is readily available for public viewing and not subject to alteration.	No change to RFP language
E-mail	Two of the bidders from the last WTE RFP are in the process of building plants in Prince William County and in Michigan. The best thing Stafford could do would be to take a year off and let those plants get built and running. At that time there would be working plants that will be tried and tested. The Prince William plant is close and could be visited. This approach would prove the R-Board is open-minded at taking a serious look at various proposals.	While that is an option, the R-Board has elected to move forward with the issuance of an RFP.	No change to RFP language
E-mail	A statement should be put in the background report that says "The use of outside waste and/or tires will be prohibited. Any bids proposing to bring outside waste to the Stafford landfill will be rejected."	This comment was addressed with comment #14	No change to RFP language
E-mail	I believe the R-Board should gather as much information as possible before they issue an RFP. The best way to collect information is with a Request for Information (RFI). An RFP could be issued latter after adequate information is obtained with an RFI.	This comment was addressed with comment #34	No change to RFP language
E-mail	I note with disapproval that the appendices were not included with the draft. Review of the appendices should be a key part of the public comment process, as they contain detailed information that will allow more thorough assessment.	This comment is similar to #31 above. The response is identical as this information is readily available for public viewing and not subject to alteration.	No change to RFP language
E-mail	The RFP as written seems to be wide open and exploratory in nature. I would suggest that an RFI might be more appropriate, allowing the County to assess and evaluate the range of options and eliminate undesirable courses of action prior to issuing an RFP.	This comment was addressed with comment #34	No change to RFP language
E-mail	The draft does not state that any competing technology must be prepared to operate on the existing and future MSW stream from County sources. The County should not encourage or allow any importation of outside waste streams to support the plant. Our roads are already under stress from excess development without adequate improvement. No additional traffic should be allowed, and the RFP should so state.	This comment was addressed with comment #14	No change to RFP language

E-mail	I have heard that part of this process would waive the normal zoning process. Is that true? I am not in favor of blanket variance processes, especially when they can be executed without public review and ability to address concerns to the Board in public meetings.	This comment doesn't pertain to the RFP language, but to the conditional use permit process related to waste to energy facilities constructed on County property and is not germane to the RFP process.	No change to RFP language
E-mail	Given the proposed increase of residential development in and around the landfill, and given that Stafford County is included in the EPA's nonattainment region for particulate matter, I would not include any form of incineration or pyrolysis projects in the R-Board RFP. Waste ash from any sort of large scale burning or "melting" will require special handling/disposal of such ash which consists of concentrated levels of residual toxins. Even with "best practices" technology in place...i.e. scrubbers, the smokestacks / vents /flues will release toxins : dioxins, heavy metals, particulate matter, and green house gases.	Staff does not recommend limiting potential technologies at this stage of the RFP process. DEQ will regulate the handling, rd disposal, and discharge requirements during their permit review.	No change to RFP language
E-mail	I recognize that there are no "easy" answers to expanding the life of any landfill...but I hope that a robust reduce, recycling & re-use program is taken into consideration. In the past the Landfill has held "boasting" rights for achieving a higher than state average in recycling rates.	This is similar to Comment #1 addressed above.	No change to RFP language
E-mail	Numerous methods and technologies are now being deployed to reduce the volume of waste being landfilled globally, from basic reduce-reuse-recycle community based efforts to exotic thermal and biological processing of MSW into fuels and chemicals. Repurposing waste to the highest and best use should be the goal from the outset and whatever proposal is selected should recognize this. A single technology producing a single end-product is ultimately limited in scope and scale, while a hybrid system incorporating biogenic and non-biogenic materials recovery and conversion may be more suitable and sustainable in the long term.	This appears to be a commentary, rather than a comment. (Mr. Furnary is a prospective proposer)	No change to RFP language
E-mail	As currently drafted the burden is on the winning proposer, following the award, to fund a environmental study prior to negotiating and executing the lease with the City and County (re: Section II. Scope of Project, Section V. Basis for Award). Negotiating the lease with the City and County prior to funding a environmental study, with execution of the lease pending the outcome of the study, will ensure the winning proposer has a clear picture prior to paying for the study.	Based upon Board of Supervisors and R-Board direction, the environmental shall be completed prior to consideration of a lease.	No change to RFP language
E-mail	It is strongly recommended the R-Board contract with a independent municipal solid waste consultant for guidance in drafting the final RFP as well as evaluating the submitted proposals. A number of firms are experts in this field and are current in processes, technologies, and risk avoidance, and will save the board time and money in the long run. GBB, Fairfax, VA, URS, HDR, SAIC, and others are examples of third party consulting engineers to review and participate in the appropriate Q and A from said party and the Tax paying audience of interested County residents, to pick the right opportunity forward.	This is an option, if desired by the R-Board. Staff recommends issuing the RFP, and, based upon the proposal response, determine if a third party consultant is advisable to assist with the review and recommendation.	No change to RFP language

REQUEST FOR PROPOSAL

RFP #*****

Sealed Proposals (RFP #***) for the Financing, Construction, Operation, and Maintenance of Alternative Methods of Processing Municipal Solid Waste for the Rappahannock Regional Solid Waste Management Board (R-Board) will be accepted until 4:00 P.M., *****, **, 2014, at which time they will be opened in the Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, Stafford, Virginia.**

This is a Re-Advertisement of RFP #111124.

Please be observant of all Proposal instructions and specifications. Should any questions arise concerning this Proposal, contact the County of Stafford Purchasing Office at (540) 658-8614.

A Pre-Proposal tour of the landfill grounds will be held at the Stafford County Landfill, located at 489 Eskimo Hill Road, Stafford, VA 22554, at **: A.M., local prevailing time, **, 2014. Questions pertaining to landfill operations and finances will be addressed at that time. Attendance is optional, but strongly encouraged. Call (540) 658-4590, if directions are needed.**

The R-Board reserves the right to accept or reject, in whole or part, any and all Proposals, and to waive informalities.

Anita Perrow
Purchasing Manager

GENERAL INFORMATION

- 1.1 Mail or deliver Proposals to the Stafford County Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, P.O. Box 339, Stafford, Virginia 22555-0339.
- 1.2 **Submit one (1) original clearly marked, and four (4) copies** of the Proposal before the opening time stated in the Proposal Invitation.
- 1.3 All Proposals must be received in sealed envelopes or boxes with the statement "Proposal Enclosed" and the Proposal number typed or written in the lower left-hand corner.
- 1.4 Stafford County reserves the right to accept or reject, in whole or part, any and all Proposals received and to waive informalities.
- 1.5 Proposals must be received on or before **4:00 P. M., *****, *****, 2014** in the Purchasing Office. Attendance at the opening of Proposals shall be limited to the Evaluation Committee. No late Proposals shall be accepted. **The Offeror is solely responsible for the delivery of their Proposal to the correct office at the date and time specified herein.**
- 1.6 Proposals shall be binding for ninety (90) days following the Proposal opening date.
- 1.7 Proprietary information will not be disclosed during the selection process.
- 1.8 Time is of the essence for completion of these Projects.
- 1.9 Each Proposer is required to state in the Proposal, their name and place of residence and the names of all persons interested with him; in case of a corporation, the names of other than the president and secretary need not be given. References shall be furnished to establish the skill and business standing of the Proposer.
- 1.10 This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section §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.
- 1.11 By submitting a Proposal in response to this solicitation, the Proposer is certifying that no employee, official, or elected officer of the County of Stafford, City of Fredericksburg, or the R-Board has a proprietary interest in the company, corporation, partnership or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.
- 1.12 Exceptions to the Specifications or General Instructions must be in writing and submitted with the Proposal Form.

1.13 No interpretation of the meaning of the Contract Documents will be made to any Offeror orally. Every request for such interpretation must be in writing. To be given consideration, such requests must be received at least seven (7) days prior to the date fixed for receiving Proposals to be considered. Any and all interpretations and/or any supplemental instruction will be in the form of written Addenda, which if issued, not later than five (5) days prior to the date fixed for receiving of the Proposals and will be posted on the Stafford County Purchasing website <http://staffordcountyva.gov/index.aspx?NID=154>. Failure of any Offeror to receive any such Addenda or interpretation shall not relieve said Offeror from obligation under the Proposal as submitted. All Addenda so issued shall become part of the Contract Documents.

1.14 Insurance Requirements

The Contractor shall maintain insurance to protect the County, City and the R-Board from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this Contract, whether such operations by the Contractor, or anyone directly or indirectly employed by either Contractor or Sub-contractor, such insurance to conform to the amounts as prescribed by law:

The insurance requirements are as follows:

"The successful Contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County, the City of Fredericksburg, and the R-Board against any and all liability for injuries and damages to Contractor himself and to Contractor's employees, Agents, Subcontractors and guest, third parties or otherwise, incident to or resulting from any all operations performed by Contractor under the terms of this Contract.

In addition to any other forms of insurance for bonds required under Contracts and specifications pertaining to this project, the R-Board shall require any Vendor to whom or to which it lets any work contemplated hereunder to carry Public Liability Insurance in accordance with the specifications on the following exhibit and a Certificate of Insurance attesting to these required coverages. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the Sub-contractor to cover their operation.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion."

Minimum insurance requirements are shown on the attached "INSURANCE SCHEDULE "A". Current insurance certificates documenting compliance with this coverage shall be provided to the Purchasing Office and the R-Board's Project Administrator prior to the commencement of work under this Contract. The certificate shall name Stafford County, the City of Fredericksburg, and the R-Board as "Additional Insured" under the Automotive and General Liability categories of this policy.

1.15 Hold Harmless Clause

The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the County, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Vendor agrees that this clause shall include claims involving infringement of patent or copyright.

1.16 Safety

All Contractors and Subcontractors performing services for the County of Stafford are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

1.17 Notice of Required Disability Legislation Compliance

Stafford County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, Stafford County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

1.18 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Purchasing Office upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

1.19 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating 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, shall 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 to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs, A, B, and C in every Subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each Sub-contractor or Vendor.

1.20 Drug-free Workplace

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or 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 Sub-contractor or Vendor.

For the purpose 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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

1.21 Exemption from Taxes

The R-Board is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County’s tax exempt status will be furnished by the County of Stafford on request.

1.22 Substitutions

NO substitutions, including key personnel, or cancellations are permitted after award without written approval by the County Administrator.

1.23 Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of the County Administrator.

1.24 Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in the Bid or Proposal the identification number issued to it by the State Corporation Commission. 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 of the Code of Virginia or as otherwise required by law shall include in the Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator (https://cisiweb.scc.virginia.gov/z_container.aspx).

1.25 W-9 Form

Each Bidder or Offeror will submit a completed W-9 form with their Bid. In the event of a Contract award, this information is required in order to issue a Purchase Order and payments to your Firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

1.26 Debarment

By submitting a Proposal, the Offeror is certifying that he is not currently debarred by the County. The County's debarment procedures are in accordance with Section 2.2-4321 of the Code of Virginia.

1.27 Certification

Each Bidder or Offeror shall certify, upon signing a Bid or Proposal, that to the best of his knowledge no Stafford County official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

1.28 Immigration Reform and Control Act of 1986

By accepting a Contract award, Vendor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

1.29 Organizational Matters

The Rappahannock Regional Solid Waste Management Board (R-Board) operates the Rappahannock Regional Landfill (Landfill) located at 489 Eskimo Hill Road. The facility and its employees are governed by a joint agreement between Stafford County and the City of Fredericksburg. Under the terms of this agreement, Stafford County is responsible for administration of all financial and contractual matters related to the Landfill.

Consequently, the terms "County", "Stafford County" and "R-Board" shall be considered to have the same meaning when used in this Request for Proposals.

1.30 Contract Administration

This Contract will be administered by the R-Board.

END OF SECTION

PART 1 - INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Preparation and Submittal of Proposals

- a. All Proposals shall be signed in ink by authorized personnel of the firm.
- b. All attachments to the Proposals requiring execution by the firm are to be returned with the Proposals.

2. Withdrawal of Proposals

- a. The Offeror may withdraw his Proposal from consideration if the service proposed was substantially different than the other Proposals due solely to a mistake therein, provided the Proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgmental mistake, and was actually due to an unintentional arithmetic error, or an unintentional omission of a quantity of work, labor, or materials made directly in the compilation of the Proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the Proposal sought to be withdrawn.
- b. The following is the procedure for withdrawal of a Proposal:
 - (1) The Offeror must give notice in writing of his claim of the right to withdraw his Proposal within two (2) business days after the conclusion of the Proposal opening procedure.
 - (2) No Proposal may be withdrawn under this section when the result would be the awarding of the Contract on another Proposal of the same Offeror.
 - (3) No Offeror who is permitted to withdraw a Proposal shall for compensation, supply any material or labor to or perform any Subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Proposal was submitted, without the approval of the Chief Financial Officer. The person or firm to whom the Contract was awarded and the withdrawing Offeror are jointly liable to R-Board in an amount equal to any compensation paid to, or for the benefit of, the withdrawing Offeror without such approval.

3. Miscellaneous Requirements

- a. The R-Board will not be responsible for any expenses incurred by a firm in preparing and submitting a Proposal. All Proposals shall provide a straightforward concise delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

- b. Offerors who submit a Proposal in response to this RFP may be required to make an oral presentation of their Proposal. The Chairman of the Rappahannock Regional Solid Waste Management Board or his/her designee will schedule the time and location for this presentation.
- c. The contents of the Proposal submitted by the successful Offeror and this RFP will become a part of any Contract awarded as a result of these specifications. The successful Offeror will be expected to sign a Contract with the R-Board. Additional terms and provisions will be included in the Contract.
- d. The R-Board reserves the right to reject any and all Proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the R-Board. A Firm whose Proposal is not accepted will be notified in writing.
- e. The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the previous consent and approval in writing by the County.

4. Form of Proposals

Interested firms are cautioned to provide in their Proposal as much detail as possible pertaining to their firm's capabilities, experience and approach to the tasks outlined in this Proposal.

5. Clarification of Proposals

R-Board reserves the right to contact Offerors individually for the purpose of clarifying Proposals.

6. Vendor Incurred Costs

R-Board is not liable for any cost incurred by Offerors prior to issuance of an Agreement, Contract, or Purchase Order.

7. Vendor Declaration

The Vendor must state that its Proposal was made without connection with any other person, company, or parties making a similar Proposal and that it is in all respects fair and in good faith without collusion or fraud.

8. Terminology

Terminology used in this request for Proposal might imply or denote a particular Vendor. The terminology used and the organization of the RFP is not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the Offeror in

these situations.

9. Licensing Agreement

Any licensing agreement required by the Offeror must be fully described.

10. Proposal Property of R-Board

All Proposals submitted in response to this RFP become the property of the R-Board. Supporting information will be returned at the request of the Offeror.

11. Confidentiality

All Proposals become a matter of public record and therefore will be available for inspection by interested parties following the final selection date. If an Offeror wishes that any parts of his Proposal remain confidential, he should state so clearly.

Proposers should be aware of the high level of public scrutiny related to this proposal. Proposers are encouraged to provide information in a manner that is available for public viewing.

12. Addenda

Any Addenda to these documents shall be issued in writing; no oral statement, explanations or commitments by whomsoever shall be of any effect unless incorporated in the Addenda.

PART 2 - SPECIAL CONTRACT TERMS AND CONDITIONS

1. The extent and character of the work to be accomplished by the firm shall be subject to the general control and approval of the County Administrator or his authorized representative. The firm shall not comply with requests and/or orders issued by anyone other than the Administrator's representatives acting within their authority for the R-Board.

2. **Subcontractors**

The firm shall identify all proposed Subcontractors who will be furnishing services under the terms of his Proposal. Subcontractors shall conform, in all respects, to the applicable provisions specified for the prime Contractor and shall further be subject to approval by the R-Board.

3. **Termination**

Subject to the provisions below, the Contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Contract may be extended upon written approval by the R-Board until said work or services are completed and accepted.

- A. Termination for Convenience

In the event that this Contract is terminated or canceled upon request and for convenience of the R-Board without the required thirty (30) days advance written notice, then the R-Board shall negotiate reasonable termination costs, if applicable.

- B. Termination for Cause

Termination by the R-Board for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

4. **User List**

Offerors are required to furnish the issuing office with a list of all locations in local governments in Virginia and nearby states that are using the same service and the name, address, and telephone number of a contact person.

5. **Assignment**

The Contractor will be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement or its rights, title, or interests therein, or its power to

execute such agreement to any other person, company, or corporation with the previous consent and approval in writing by the R-Board.

6. **Exceptions**

Any and all exceptions to the specification included in this RFP must be fully detailed and explained on a separate schedule outlined "Exceptions to RFP". Should the Offeror not indicate and explain all exceptions, his Proposal may be rejected.

7. **Proposal Selection**

Contract(s) will be awarded by the R-Board to the most responsive and responsible Offeror(s) whose Proposal conforms to this Request and is most advantageous to the R-Board.

**FINANCE, CONSTRUCTION, OPERATION AND MAINTENANCE OF
ALTERNATIVE METHODS OF PROCESSING MUNICIPAL SOLID WASTE FOR
THE RAPPAHANNOCK REGIONAL SOLID WASTE MANAGEMENT BOARD**

SCOPE OF WORK

I. BACKGROUND

The Rappahannock Regional Waste Management Board (R-Board) is seeking Proposals from qualified firms for the financing, construction, operation, and maintenance of Alternative processes for the municipal solid waste (MSW) delivered to the landfill in an environmentally sound, economically viable, and socially acceptable manner.

The R-Board provides MSW disposal services for refuse collected from the citizens of Stafford County, Virginia and the City of Fredericksburg, Virginia. The successful proposer shall demonstrate the necessary qualifications, facilities, equipment, staffing, and financial resources to provide an alternative method of disposal without interruption, along with the reliability to provide the required services while meeting the financial and environmental goals of the R-Board. Of particular interest is the demonstration that the process proposed will operate in a manner that protects the health and safety of the public.

The Rappahannock Regional Landfill is located at 489 Eskimo Hill Drive, Stafford, Virginia. The landfill is operated by the R-Board, which is a joint governmental entity of the City of Fredericksburg and Stafford County. While it operates the landfill for the localities, the property on which the Landfill operates is jointly owned by the localities, and consequently this RFP is issued on behalf of the City and County as well as the R-Board. Administrative oversight of R-Board staff is conducted by Stafford County personnel.

The Landfill receives approximately 135,000 tons/year (TPY) of assorted waste, including about 90,000 TPY of municipal solid waste (MSW) delivered via commercial haulers, a drop off facility at the Landfill, and a satellite site off of Belman Road in Fredericksburg. In addition to the quantities of MSW listed above, the landfill receives approximately 1,500 TPY of scrap tires, 7,500 TPY of recycling, along with other debris, appliances, etc. Stafford and Fredericksburg residents choosing to drop off their MSW at either facility are not charged for the service. Revenues are derived mainly from tipping fees paid by commercial haulers, recycle revenues, and other miscellaneous sources. The roughly 800 acre site has been in operation since the late 1980's, and has completed filling of the first five cells. Cell F was completed late in 2012 and is currently in service.

The landfill has sufficient permitted space for between 30 and 50 years operation, depending on future fill rates. Operating rules currently in place restrict the importation of waste from outside the two (2) participating localities. Furthermore, the current condition of Eskimo Hill Road discourages the importation of significant quantities of outside waste. Current traffic counts on this section of Eskimo Hill Road are about 4,000 vehicle trips per day, much of it from current landfill activity.

Water and sewer service at the landfill is very limited. Water is provided from a small service line connected to the County water system. There is minimal capacity for additional service water supply, and no capacity for process use and/or fire protection. Sewer service is currently provided through a grinder pump station at the adjacent animal shelter. This station transfers sanitary waste and landfill leachate to another pumping station near the state detention facility west of the landfill, then transferred from a pumping station there into the County sewer collection system. There is minimal capacity for additional sewer service, and no capacity for process wastewater.

The R-Board has an agreement in effect with Ameresco, Inc., to utilize the methane produced from prior closed cells to power electrical turbines capable of producing just over 2 megawatt electric (MWE). Construction and operation of a proposed alternative facility shall not affect the existing energy producing facility.

The Landfill currently holds an E3 certification (Exemplary Environmental Enterprise) received from the Virginia Environmental Excellence Program. The R-Board desires that construction and operation of this facility will enhance this certification, but in any case, will not jeopardize this certification.

The Landfill has an air permit, solid waste permit, and stormwater pollution permit from the Virginia Department of Environmental Quality. It is expected that these permits will remain in place, but may be altered by the changes in operation resulting from a new facility and process at the site. The R-Board will not allow poor permit compliance from the operation of a new facility to negatively impact the compliance record of the Landfill permits.

In October 2012, the R-Board solicited proposals from firms interested in providing alternative waste to energy services at the Landfill. Three proposals were received in November 2012. Following review, one proposal, was deemed to be substantially more favorable to the R-Board. The R-Board, at the November 14, 2012 meeting, authorized staff to negotiate an Agreement with EEP. This Agreement was executed on April 22, 2013. Among numerous conditions of the initial agreement, Stafford County and the City of Fredericksburg were to consider a 20-year lease of approximately 10 acres at the Landfill for the facility. The Stafford County Board of Supervisors initially approved the lease, but this approval was subsequently rescinded before the lease was executed. Furthermore, the Stafford County Board of Supervisors required that an environmental study be completed before any facility would obtain a lease. The cost of this environmental study must be borne by the successful proposer.

The Agreement is now expired, and the R-Board elected to re-issue the proposal at the September 18, 2013 meeting.

Additional information on the type and quantity of various waste streams, and revenue and expenditure data from the last two fiscal years is included in Appendix A - D.

II. SCOPE OF PROJECT

The R-Board is interested in receiving Proposals from firms that will lease property from the County and City, and to enter in a Contract with the R-Board, whereby the Offeror will build,

own, finance, and operate a facility which would process MSW and other suitable refuse delivered to the landfill and convert the waste stream into a recycled end product. The goal is to reduce the waste stream being directed into the landfill, and convert this into an environmentally safe product(s), suitable for reuse in a safe, cost effective manner. This R-Board does not guarantee the lease ~~or sale~~ of the property, if that is a part of the proposal, and the lease of the property will have to be negotiated with the City and County, who actually own the property, following the award of the proposal.

Should the Agreement ultimately result in the lease of R-Board property, the Owner makes no representations with respect to surface or sub-surface conditions at the site selected, or to the suitability of the site for the intended purpose. The successful proposer will be required to perform engineering and geotechnical evaluations necessary for this determination.

Provided the project proceeds to the point where land disturbance and facilities construction will proceed, the successful proposer will be required to post security for faithful completion of the work. The proposer will also be required to provide a performance bond or other acceptable security to ensure removal and restoration of the site as agreed upon during negotiations for the lease, contract, and/or final agreement.

Eligible technologies, include, but are not limited to, pyrolysis, gasification, anaerobic digestion, composting, or other conversion methods producing a fuel, energy, or other commercially viable product. Because the R-Board currently has a Contract with Ameresco to provide methane gas from the current landfill, which is being used to produce electricity, mining the existing landfill is not an option. The R-Board is interested in Proposals, which would take some or the entire waste stream from the landfill.

III. INFORMATION TO BE SUBMITTED WITH THE PROPOSAL

The Proposals shall provide information outlining the project approach which addresses, but not limited to, the following components:

1. An explanation of the background of the Offeror, including:
 - a. Years in business
 - b. Names of the officers and directors
 - c. Other similar projects in development, construction, or operation
 - d. Financial information to indicate financing plan for construction, and the funding strategy for continued, successful operation
 - e. Any joint ventures, indicate all parties involved with the same information
 - f. Any other contracts with local governments within the United States using this technology.
2. An explanation of the proposed technology that will be used.
 - a. Provide a description of each step in the process
 - b. Provide schematics to illustrate all phases of production

- c. Provide graphics illustrating the size, layout, key features and general configuration of the proposed facility
 - d. Provide engineering studies, calculations and drawings for the proposed facility
 - e. Identify the area required and other features necessary for construction and operation of the facility
- 3. Schedule for implementation.
- 4. An estimated projected cost of the facility being constructed.
- 5. Information regarding the following:
 - a. Source of capital to construct the facility
 - b. Funding source to operate the facility during the start-up and operational ramp up until facilities main revenue stream is generated
 - c. Primary and secondary waste streams
 - d. Products and by-products produced, their marketability, revenue potential, and ultimate disposition
 - e. Actions taken to date to secure end markets for these products and by-products
 - f. All projected revenue streams, along with the estimated revenue to be generated from each
 - g. Bonding proposed to secure the completion of the proposed facility, and the subsequent removal upon termination of facility operations either at the expiration of the lease, or termination of the Agreement
- 6. List of local, state, and federal permits needed to begin operation, along with an explanation of the requirement for these permits.
- 7. Identify the amount of waste the proposed facility would require each day, along with contingency plans and consequences should that quantity not be available. The R-Board will not guarantee any quantity of waste.
- 8. Length of proposed contract with the R-Board.
- 9. Identify the anticipated noise and odor levels from the operation and how these issues will be addressed. Provide information to substantiate the anticipated levels.
- 10. Provide a description of the water and sewer service needs for the proposed facility, and discuss how these would be addressed.
- 11. Identify the area required and proposed payment to the R-Board for the lease of the property.
- 12. Identify traffic impacts from the proposed facility and how these would be mitigated.

13. Discuss the impacts of the proposed operation on the current revenue stream at the landfill. Include all tipping fees and sales of recycled materials. Identify the disposition of revenues generated by the operation of the facility.
14. Identify proposed means to protect the R-Board in the event the facility fails, or the parent company goes out of business, breaches the contract, or otherwise forces the R-Board to resume operation at the Landfill.
15. An estimate of how many persons will be employed at the facility, value of the building, value of the machinery and tools in the building.
16. Identify all economic benefits such job creation, tax payments, direct and indirect economic stimulus.
17. Environmental impacts from construction and operation. Provide details related to the environmental effects from the proposed facility:
 - a. Describe the various permits required to construct and operate the proposed facility.
 - b. Identify the expected environmental impacts from the proposed facility. List the existing operational facilities, testing, reference materials, past studies, etc. used to identify these expected environmental impacts.
 - c. Describe any differences between existing facilities, studies, etc. referenced in b. above and the proposed facility relative to size, feedstock, pollution control devices, and final product. Explain how this has been incorporated into the identification of environmental impacts.
 - d. List the expected contaminants resulting from the proposed process at each stage. Identify which contaminants are expected to be regulated by the Virginia Department of Environmental Quality, and what these limits are expected to be.
 - e. Identify the pollution control equipment, processing, and operational strategies to be incorporated to assure compliance with these expected limits.
 - f. Identify the contaminant potential of the products and byproducts from this operation. Explain how this will be managed from production to ultimate distribution/disposal. Discuss any backup strategies should market conditions result in a disruption of the primary means of disposition.
18. As noted in the Background information provided above, the proposer determined to have provided a proposal deemed to be in the best interests of the R-Board will be required to fund, at the sole expense of the proposer, an environmental study to be conducted by an independent consultant and conducted under the direction of the R-Board. Selection of the third party consultant will require a separate request for proposals to be developed and issued by the R-Board. Depending upon the process selected, there is considerable variability in what such a study might entail. This will

impact the cost, complexity and duration for the study. The Proposer shall provide the following information:

- a. Describe in general the expected study approach; identify the extent to which the proposer will rely on previous studies and testing, and the extent of new testing specifically tailored for the proposed facility
- b. Explain how the proposed test protocol for this study will be developed and vetted by concerned parties
- c. Identify the extent to which the proposer wishes input into the content of the **environmental study RFP**. It is not expected that the proposer will have input into the selection of the independent consultant for the environmental study.
- d. Requirements for test units for the study, provisions made for the availability of these test facilities, and a statement of understanding that these facilities will be made available along with the necessary waste for testing, and disposal of test products and by-products. This cost will be absorbed by the proposer.
- e. A certification that the proposer, if selected as being the proposer deemed to be in the best interests of the R-Board, will fund an environmental study of their proposed process. Include any conditions relative to this certification.

Additional information including, but not limited to, financial matters, proposal team, and/or engineering and/or environmental matters may be requested during the evaluation and selection process.

IV. EVALUATION CRITERIA

The R-Board will use the following criteria, in the priority order listed below, in the review and evaluation of the Proposals:

1. Detailed Assessment of Environmental Risk & Willingness to Fund Further Study
2. Financial Risks to R-Board
3. Financial Rewards to R-Board
4. Project Impacts to Current Operations
5. Capital Investment Level & Funding Strategy
6. Previous Level of Effort Towards Project Development
7. Track Record of Successful Ventures
8. Schedule
9. Completeness, Content & Clarity of Proposal

Note: Elaborate and costly **sales** presentations are neither required nor expected. Stafford County will not reimburse a company for the cost of submitting a Proposal. **Each response should focus on the information requested above, and avoid extraneous material.**

V. BASIS FOR AWARD

The R-Board will evaluate the proposals and may also ask questions of a clarifying nature from Offerors as required. A composite rating will be developed which indicates the group's collective ranking of the written Proposals in a descending order. The R-Board may engage in individual discussions with two (2) or more Offerors deemed the most fully qualified, responsive, responsible and suitable based on the evaluation criteria listed above. These Offerors may be requested to make an oral presentation to the Selection Committee to explain their Proposal and answer questions.

At the conclusion of discussion, on the basis of evaluation factors as set at the time of issuance of this Proposal and all information developed in the selection process to this point, the R-Board shall select the Offeror deemed most advantageous on the basis of the factors listed above, and the results of the interviews, if applicable. Negotiations shall then be conducted with the Offeror selected. Financial provisions shall be considered, but need not be the sole determining factor. After negotiations have been conducted with the Offeror selected, the R-Board shall make a formal selection of the firm/joint venture with which it intends to pursue alternative methods of waste disposal. The R-Board may then enter into a Contract, Agreement, or other binding instrument, for the completion of an independent environmental study to assess environmental risks associated with the process selected. Final selection of a preferred proposer by the R-Board, and subsequent action by the County and City with respect to a lease, will be determined after the conclusion of the environmental study; however, there is no guarantee of award regardless of the results of the study.

Should negotiations with the initial preferred proposers be unsuccessful and not result in a mutually satisfactory outcome, the R-Board may then declare an end to negotiations with the first firm/joint venture, and initiate negotiations with the second ranked firm. The process, including another environmental study, will proceed in a manner similar to that described above, and continue with other proposers until such time as a firm/joint venture is selected, or the R-Board abandons these efforts.

The R-Board reserves the right to accept or reject any or all Proposals received as a result of the request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the R-Board.

Pending completion and review of the independent environmental study referenced above, the R-Board will decide whether to proceed with the project. If the R-Board decides to proceed, it will be necessary to receive approval from the Stafford County Board of Supervisors and the City of Fredericksburg if property on the Landfill site is required. This approval is not assured.

VI. ADDITIONAL INFORMATION

1. Contingent Fee Warranty: The Offeror warrants that it has not employed or retained any person or persons not generally associated with the Offeror for the purpose of soliciting or securing this agreement. The Offeror further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon the

award or making of this agreement. For breach of one or both of the foregoing warranties, the Owner shall have the right to terminate this agreement without liability, or in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift or contingent fee.

2. Insurance: By signing and submitting a Proposal under this solicitation, the Offeror certifies that if awarded the Contract, it will have the insurance coverage specified at the time work commences. Additionally, the Offeror certifies that it will maintain all required 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.

3. Authority to bind Contractor in Contract: Proposals must give full name and address of Offeror. The person signing the Proposal should show title or authority to bind the Offeror in the Contract. Offeror's name and authorized signature must appear on the Proposal in the space provided.

4. Severability: In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

5. Performance: Unacceptable Performance – The Owner reserves the right to inspect all operations and to withhold payment for any work not performed to or performed not in accordance with specifications/Contract documents. Payments withheld for unsatisfactory performance may be released upon receipt of satisfactory evidence that the work has been corrected to the Owner's satisfaction. These corrections shall be at no cost to the Owner. Contractor shall correct deficiencies within twenty-four (24) hours of notice by telephone or in writing. Failure to do so shall be cause for withholding of payment for the service and may result in default action.

VII. PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the R-Board pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the R-Board 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 Offeror SHALL specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The R-Board is interested in open public input into the contents of this RFP. Extensive protection from public disclosure will run counter to this intent. The classification of an entire

proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

To ensure any and all proprietary data is protected, please provide one (1) redacted copy for review.

XIII. NOTICE OF PROPRIETARY INFORMATION FORM

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire Bid or Proposal document, as proprietary or trade secret is not acceptable and will result in rejection of the Bid or proposal.

1. This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
2. This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
3. This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C. F. R 309.5(c) (4).

IX. The R-Board may cancel this RFP, reject Proposals or any portion thereof at any time prior to an award, is are 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, Code of Virginia).

Attachments:

Attachment A – Rappahannock Regional Solid Waste Management Board Weight and Material Analysis Report – FY2012 & FY2013

Attachment B – Landfill Expenditure Detail for FY2013 (unaudited)

Attachment C –R-Board Revenue for FY2013 (unaudited)

Attachment D – Graphic of Landfill Area

**FINANCE, CONSTRUCTION, OPERATION, AND MAINTENANCE OF FACILITY TO
CONVERT MUNICIPAL SOLID WASTE INTO AN ALTERNATIVE FORM OF
ENERGY FOR THE RAPPAHANNOCK REGIONAL SOLID WASTE MANAGEMENT
BOARD**

PROPOSAL #

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-Mail: _____

Name of Person Submitting Proposal: _____

Title: _____

Signature: _____

Date: _____

REFERENCE LIST

The Offeror is required to state, in detail, in the space provided below, references and such other detailed information as will enable the Owner to judge its responsibility, experience, skill and financial standing. Proposals from Contractors inexperienced in this particular type of vehicle will not be considered.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SMALL AND MINORITY BUSINESS ENTERPRISES

The Stafford County Procurement Code and relevant Federal and State Laws, Orders and Regulations, require the County of Stafford to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

Definitions:

1. Small Business:

For the purposes of this document a Small Business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred and fifty (250) employees.; or
- (b) gross annual income does not exceed ten (10) million dollars; or
- (c) is independently owned and operated (not subsidiary of another firm).

2. Minority Business:

A business entity which is operated and controlled by a minority.

- (a) The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earning of fifty one percent (51%) or more of such an enterprise.
- (b) A minority person shall mean Black, Hispanic; Asian or Pacific Islanders; American Indian or Alaskan Native; and women, regardless of races or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm: Yes _____ No _____

Small Business Firm: Yes _____ No _____

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS (OFFICE): _____

TELEPHONE (OFFICE): _____

**RAPPAHANNOCK REGIONAL
SOLID WASTE MANAGEMENT BOARD**

RESOLUTION

At the regular meeting of the Rappahannock Regional Solid Waste Management Board (R-Board) held in the Board of Supervisors Chambers in the Stafford County Administration Center, 1300 Courthouse Rd., Stafford, Virginia, on the 20th day of November, 2013;

Members:

Vote:

Paul V. Milde, III, Chairman
Frederic N. Howe, III, Vice Chairman
Beverly R. Cameron
Anthony J. Romanello
Gary Snellings
George Solley

On motion of Mr., seconded by Mr., which carried by a vote of, the following was adopted:

**A RESOLUTION TO AUTHORIZE THE ISSUANCE OF A REQUEST FOR PROPOSALS
FOR ALTERNATIVE METHODS OF HANDLING SOLID WASTE AT THE
RAPPAHANNOCK REGIONAL LANDFILL**

WHEREAS, the R-Board desires to reissue the Request for Proposals to solicit proposals from qualified firms interested in providing alternative methods for handling solid waste at the Rappahannock Regional Landfill; and

WHEREAS, the R-Board also desires to receive and incorporate public input into this Request for Proposals; and

WHEREAS, key portions of the Request for Proposals were made available to the public for comment; and

WHEREAS, public comments have been received, evaluated, and numerous ones have been incorporated into the Request for Proposal; and

WHEREAS, the R-Board has determined that the Request for Proposals, as amended, is suitable for advertisement; and

WHEREAS, the R-Board desires to advertise the Request for Proposals for a period of not less than 90 calendar days;

NOW THEREFORE BE IT RESOLVED that the Request for Proposals for Financing, Construction, Operation, and Maintenance of Alternative Methods of Processing Municipal Solid Waste for the Rappahannock Regional Solid Waste Management Board (R-Board) is hereby authorized for advertisement for a period of not less than ninety (90) days.

A Copy, teste:

**RAPPAHANNOCK REGIONAL SOLID WASTE
MANAGEMENT BOARD**

Keith Dayton, Director