



**REQUEST FOR PROPOSAL**  
*for*  
**Solid Waste Disposal Services**

**RFP 01-24**

**Issued: February 5, 2024**  
**Pre-Bid Conference February 16, 2024**  
**Due Date: May 1, 2024**

**Southeastern Public Service Authority (SPSA)**

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## 1.0 INTRODUCTION

### 1.1 PURPOSE

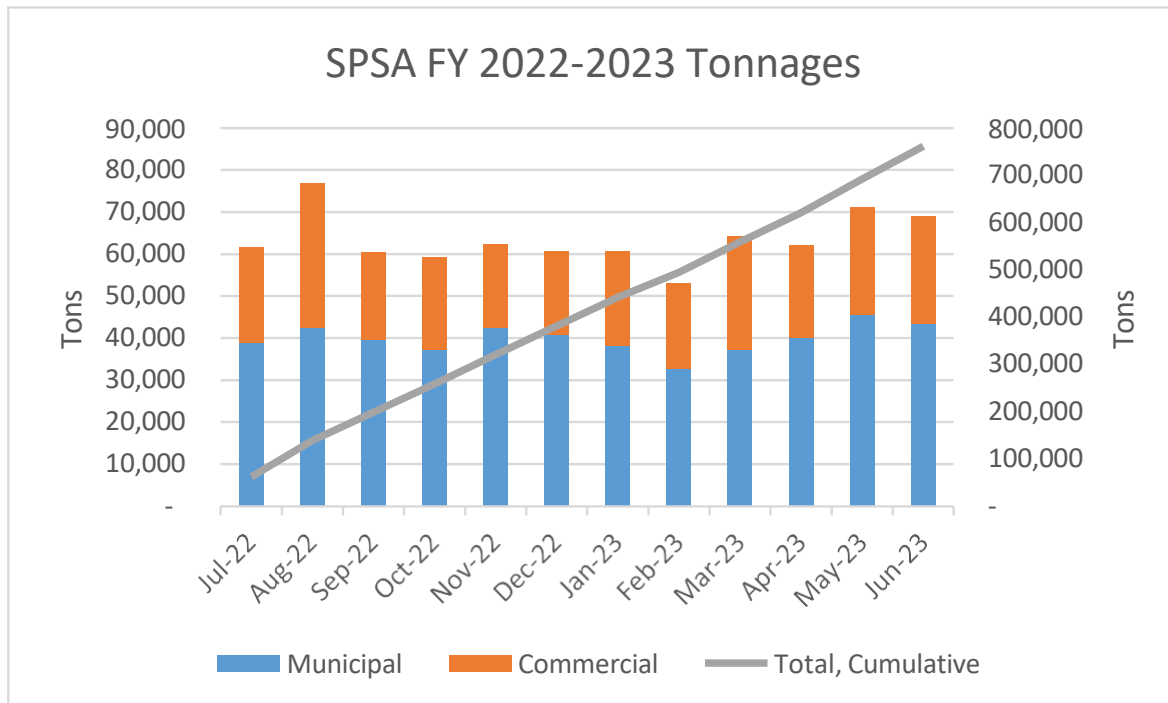
The purpose of this Request for Proposal (“RFP”) is to solicit sealed proposals to establish one or more contracts through competitive negotiation for the acceptance and processing, recycling, recovery, reuse, and/or disposal of 100% of the waste delivered by or on behalf of the Southeastern Public Service Authority of Virginia (“SPSA”) to contractor’s permitted facilities, and for such contractor(s) facilities to serve as a Designated Disposal Mechanism (as such term is defined in SPSA’s Strategic Operating Plan, as amended from time to time). SPSA’s current contract with Wheelabrator Portsmouth Inc. (A WIN Waste Innovations Company) is through June 30, 2027; however, due to certain circumstances regarding the sale of steam to the Portsmouth Navy Shipyard, the parties have agreed to terminate the agreement on June 30, 2024. The services being solicited hereunder are expected to begin at some point after June 30, 2024 as further described below, with the understanding that development and construction of new facilities may take several years to complete. As described below, SPSA may establish multiple contracts for all or part of the services being solicited hereunder.

### 1.2 BACKGROUND

SPSA is a public body politic and corporate of the Commonwealth of Virginia created in 1973 pursuant to the Virginia Water and Waste Authorities Act (formerly, the Water and Sewer Authorities Act). SPSA is the regional solid waste collection and disposal agency for over one million residents in the Hampton Roads and Southeastern regions of Virginia. The members of SPSA include the cities of Chesapeake, Franklin, Norfolk, Portsmouth, Suffolk and Virginia Beach, and the counties of Isle of Wight and Southampton, all located in the Commonwealth of Virginia (each, a “SPSA Member Community” and collectively, the “SPSA Member Communities”).

SPSA’s disposal system includes a Regional Landfill located in Suffolk, Virginia and nine (9) Transfer Stations (including the Regional Landfill). Also, on or after July 1, 2024, SPSA plans to acquire the refuse-derived fuel facility (“RDF”) in Portsmouth, VA (currently owned and operated by Wheelabrator Portsmouth Inc.) and operate it as a solid waste transfer and/or processing facility. In addition, SPSA’s disposal system includes a Transportation Operation Facility, a Fleet Maintenance Facility, a Tire Shredder Facility, a White Goods Program, and a Household Hazardous Waste Program. Please see SPSA’s Annual Report and Survey, available at the Publication and Reports section of SPSA’s website at [www.spsa.com](http://www.spsa.com) for a more detailed description of SPSA’s disposal system and current operations.

SPSA currently accepts municipal solid waste (“MSW”) and commercial non-hazardous solid waste at its nine Transfer Stations. Please see attached [Appendix A](#) for a list of SPSA’s existing Transfer Stations. The MSW and commercial non-hazardous solid waste received at SPSA Transfer Stations are commingled. The Fiscal Year 2022-2023 waste municipal and commercial waste volumes managed by SPSA are shown below:



During SPSA’s most recently completed fiscal year (i.e., July 1, 2022 until June 30, 2023), it managed approximately 761,000 tons of solid waste at its transfer stations and Regional Landfill. Approximately 479,000 tons were received from SPSA Member Communities. Please see attached [Appendix B](#) for a “Historical Summary of Waste Tons Received at SPSA’s Transfer Stations.”

SPSA is party to an Agreement for Use and Support of Solid Waste Disposal System with each SPSA Member Community (collectively, the “Post-2018 Use & Support Agreements”). The Post-2018 Use & Support Agreements generally provide for the delivery of MSW by or on behalf of SPSA Member Communities to SPSA, and for SPSA’s management and disposal of such waste. The term of the current Post-2018 Use & Support Agreements is through June 30, 2027, unless terminated earlier pursuant to its terms. Thereafter, the Post-2018 Use & Support Agreements will automatically renew for successive additional terms of ten (10) years each, unless notice is given by a SPSA Member Community at least eighteen (18) months prior to expiration of the initial or renewal term(s). Copies of the Post-2018 Use & Support Agreements are available at the Publication and Reports section of SPSA’s website at [www.spsa.com](http://www.spsa.com). Based on responses to an earlier Request for Information, SPSA understands that some Offerors may propose that the Post-2018 Use & Support Agreements be extended to the term of any contract negotiated through this RFP, and that because of the potential capital requirements for potentially new facilities, a 20-year term may be required. As such, SPSA has discussed with its member communities the possible need to establish new use and support agreements for a minimum 20-year term.

Presently, a portion of MSW and commercial waste delivered to SPSA Transfer Stations is hauled by SPSA to and accepted and disposed of by Wheelabrator Portsmouth Inc. (“Wheelabrator”) at, Wheelabrator’s refuse derived fuel and waste-to-energy facilities located in Portsmouth, Virginia, pursuant to a Service Agreement dated as of September 18, 2018, as amended (the “Wheelabrator Service Agreement”). The Wheelabrator Service Agreement originally expired on June 30, 2027, however, as noted above, the contract will terminate on June 30, 2024.

In addition to any contract(s) procured pursuant to this RFP, depending on price and other terms and conditions of such services, SPSA may utilize one or more other options for waste disposal, including (but not limited to) SPSA's Regional Landfill, to maximize operational efficiencies and achieve an economically efficient allocation of resources, all in the sole and complete discretion of SPSA.

## 2.0 SCOPE OF WORK

**NOTE:** As used in this Scope of Work provision and elsewhere in this RFP, the following definitions shall apply: (1) the term “Offeror” refers to a person/firm that may or does submit a response to this RFP; (2) the term “contractor” refers to a person/firm that will perform the requirements of contract(s) awarded under this RFP; (3) the “Commencement Date” means the date that the Offeror and/or its contractor(s) is prepared to start performance of the complete program as set forth in its proposal, and (4) the “Interim Period” means the time between the execution of a contract with an Offeror and/or its contractor(s) and the Commencement Date.

1. The contractor(s) shall furnish all labor, supervision, materials, equipment, tools and parts, as necessary, to accept and process, recycle, recover, reuse, and/or dispose of 100% of the waste delivered by or on behalf of SPSA to contractor’s permitted facilities. The waste may be delivered to contractor’s facilities by or on behalf of SPSA, including by SPSA, commercial haulers, SPSA Member Communities and/or its or their agents or independent contractors.
2. The aggregate volume of solid waste potentially available to be delivered to one or more contractor(s) facilities is the amount of solid waste received by SPSA at SPSA Transfer Stations (other than the Regional Landfill) in a given year. However, SPSA does not intend to make any guarantees or commitments for delivery of any volume of solid waste in any contract period. SPSA plans to provide yearly estimates of the anticipated volume of solid waste to be delivered to contractor facilities in advance of each year during the contract term.
3. The preferred contract term will begin on the date of execution of the contract and will end 20 years after the Commencement Date; however, other terms may be considered, if proposed.
4. A proposal must set forth the services it proposes to provide during the Interim Period, as well as the services it proposes to provide once its complete program begins on the Commencement Date.
5. During the contract term, including the Interim Period if services are provided, the contractor shall perform the services, including (but not limited to) the acceptance and processing, recycling, recovery, reuse, and/or disposal of solid waste delivered by or on behalf of SPSA to contractor’s facilities, in accordance with all federal, state and local laws, regulations and ordinances.
6. SPSA does not plan to sort, or commit to sorting, solid waste received at any SPSA Transfer Station (i.e., into processible and non-processible waste), sort or segregate MSW from commercial solid waste or guarantee the composition of such waste (including the proportion of any material contained therein, the energy value or any other physical or chemical property of the waste). SPSA expects the contractor(s) selected to perform any necessary sorting after delivery.

### 3.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

1. REQUEST FOR PROPOSAL (RFP) RESPONSE: Proposals will be received at the Purchasing Department of Southeastern Public Service Authority of Virginia, in the Regional Office Building, 723 Woodlake Drive, Chesapeake, Virginia 23320, until 2:00 P.M. on May 1, 2024, in accordance with the specifications and other terms and conditions set forth herein. Proposals shall be delivered to SPSA in a sealed envelope showing on the outside the proposal number, time, date, and proposal description.

Offerors shall submit one (1) original, nine (9) complete paper copies and an electronic copy on CD or USB drive of their proposal to SPSA.

A mandatory in-person pre-proposal conference will be held at the Regional Office Building on February 16, 2024, at 1 PM. Failure to attend the pre-bid conference will result in your proposal being deemed non-responsive and rejected. Bidder must sign in with the procurement representative as a record of attendance. Late entries are not permitted.

2. PROPOSAL SOURCE: Any changes to the terms and conditions of this RFP determined necessary by SPSA, in its sole discretion, that may affect the responses to this RFP will be formally addressed via addenda issued by SPSA. Please direct all questions with respect to the subject matter of this RFP to Dennis Bagley, Executive Director, via email at [purchasing@spsa.com](mailto:purchasing@spsa.com).

Offerors are solely responsible for ensuring that SPSA has valid contact information for the Offeror, regardless of whether you received a copy of this RFP from SPSA or from any other source. If you receive a copy of this RFP from a source other than SPSA or eVa, please contact SPSA's Purchasing Department at the email address specified above and provide your name, address, telephone number, email address, and the RFP Number. Thereafter, you will be added to the Offerors list and will be sent any addenda to the RFP.

3. PROPOSAL PREPARATION:

- a. Proposals shall be signed by an authorized representative of the Offeror.
- b. All information requested in this RFP shall be included as part of the proposal. SPSA reserves the right to require prompt submission of missing information and/or to reject proposals which are substantially incomplete or lack key information.
- c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
- d. Proposals should be organized in the order in which the requirements are presented in this RFP. All pages of the proposal should be numbered. Each paragraph in Offeror's proposal should reference the paragraph number of the corresponding section of this RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in this RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the applicable RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of this RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.

- e. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence may have a significant negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable and would be useful, although they are not necessary, and their absence will not have a material impact on the review of the proposal. Depending on the overall response to this RFP, some individual “must”, and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may significantly affect the overall rating of the Offerors’ proposal.
  - f. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - g. Ownership of all data, materials, and documentation originated and prepared for SPSA pursuant to this RFP shall belong exclusively to SPSA and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror may be protected from public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 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 written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
4. **ORAL PRESENTATION:** Offerors who submit a proposal in response to this RFP may be required to give oral presentations of their proposal to SPSA. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are an option and may or may not be conducted, and SPSA’s Purchasing Department will schedule the time and location of these presentations to the extent (if at all) they are required.



## 4.0 SPECIFIC PROPOSAL INSTRUCTIONS

1. **FORMAT:** Proposals shall be prepared in accordance with the format below and should be as thorough and detailed as possible so that SPSA may properly evaluate your capabilities to provide the required services. Offerors are required to and must submit the following items as a complete proposal. Notwithstanding any other language in this RFP, the materials listed in Section 4.0 subsections 2-10 below are mandatory and must be included in your proposal, Failure to include the materials listed in Section 4.0 subsections 2-10 below will result in your proposal being deemed non-responsive. Non-responsive proposals will be eliminated from further consideration.
2. **TITLE PAGE:** A title page displaying the RFP subject and number, the name of the Offeror's entity, address, telephone number, name of the contact person, email address and date. The title page must also include a statement that the Offeror has met the minimum qualifications as outlined in Section 5.0, subsection 1 below.
3. **QUALIFICATIONS AND EXPERIENCE.** A written narrative statement to include:
  - a. A brief business history and organizational chart of the Offeror (and, if applicable, its affiliates and contractors). If Offeror is not a public company, a list of all controlling owners/equity holders/shareholders/members of the Offeror (by name and percentage(s)) and at the ultimate parent company level.
  - b. Description of experience in providing services similar to the services described herein, including a list and description of each of the Reference Facilities (as defined in Section 5.0(1)(a) below), including (to the extent applicable):
    - (i) facility location/address;
    - (ii) facility type (e.g., recycling, resource recovery, etc.), including technology(ies) utilized;
    - (iii) number of years owned and/or operated by Offeror (or any of its affiliates or contractors);
    - (iv) type(s) of material processed, recycled, recovered, reused, and/or disposed;
    - (v) facility size (e.g., tons per day);
    - (vi) type(s) of materials/products/output produced, if any; and
    - (vii) type and quantity of residue generated, if any.
  - c. Names, qualifications, experience and location of the key personnel to be assigned to manage the services.
  - d. Demonstration of Offeror's (and, if applicable, its affiliates or contractors) financial capability, which shall include number of employees, number of customers to whom similar services are provided and/or number of similar facilities operated, bonding capability, market capitalization, financing approach (if applicable), and history of defaults (if any).
  - e. A description of Offeror's and any contractor's corporate social responsibility policy, including corporate governance, general business principles, environmental sustainability, health and safety and community involvement.
4. **PROPOSED SERVICES.** Specific plans for providing the proposed services including:

- a. How, when and where the services will be performed, including (i) whether services will be provided during the Interim Period; (ii) whether the Offeror is proposing a full or partial solution to handle all of SPSA's waste during the Interim Period and after the Commencement Date; and (iii) the plans, equipment, processes, and/or methodologies to be used to provide the services (e.g., recycling, composting, anaerobic digestion, or conversion technologies).
  - b. A list of facilities and locations that will be utilized to provide the services during the contract term, including the Interim Period.
  - c. The proposed process technologies/facilities and mass balance for each proposed process.
  - d. The location of the facilities where Offeror will accept delivery of solid waste from or on behalf of SPSA.
  - e. Outline and projected timeline for necessary approvals, preconditions or other tasks (if any) to be taken in order to commence services.
5. LITIGATION HISTORY. Offeror shall indicate if Offeror, or any of its affiliates or subsidiaries, or any proposed contractor, has declared bankruptcy or has been involved, within the past five (5) years, in litigation or administrative proceedings arising from or in connection with (i) the performance of solid waste disposal services, (ii) any violation of state or federal antitrust laws, or (iii) any violation or alleged violation of conflict of interest or corrupt practices laws or regulations. Offeror shall also indicate whether Offeror, or any of its affiliates or subsidiaries or any proposed contractor, has been notified of, or been the subject of, any enforcement action, order, decree or notice of violation of any environmental laws, regulations or permits. Offeror shall indicate if Offeror or any of its affiliates or subsidiaries or any proposed contractor has, within the past five (5) years, been debarred or suspended either by the Federal Government or by any state.
6. PRICING AND OTHER ECONOMIC TERMS. Proposed pricing terms indicated on the Price Form (see Appendix C) based on the solid waste volume amounts specified therein. Offeror may propose other economic terms (e.g., discounts, revenue sharing, other revenues/offsets, etc.) to apply during the contract term, including during the Interim Period; however, SPSA is under no obligation to consider or accept any or all such other term(s).
7. FINANCIAL INSTITUTION LETTER OF COMMITMENT. Letter of commitment from a financial institution to provide a letter of credit meeting the requirements described herein.
8. AUTHORITY. Proof of Authority to Transact Business in Virginia, executed by an authorized officer of the Offeror.
9. SIGNATURE SHEET. Signature sheet, executed by an authorized officer of the Offeror.
10. REFERENCES. Name(s) and contact information for at least three (3) references where similar services as those being procured hereunder have been provided, including one (1) major customer (preferably a municipal customer, if applicable) of each Reference Facility, using the form included in Appendix C.

**NOTE:** Please see [Appendix C](#), Forms, for use in responding to certain of the above stated specific proposal instructions.

## 5.0 EVALUATION, COMPETITIVE NEGOTIATION AND AWARD

1. **MINIMUM QUALIFICATIONS:** Offeror must demonstrate that Offeror (together with its affiliates and any proposed contractor) has the experience, resources and capability to provide the services described in this RFP. All Offerors must submit the documentation indicated below with their proposals. Failure to provide any of the required documentation could result in the proposal being deemed non-responsive and rejected. The following criteria shall be met, as determined by SPSA in its sole discretion, in order to be evaluated and scored in accordance with subsection 2 of this Section 5.0 below:
  - a. **Qualifications and Experience:** Offeror (and/or its affiliates or proposed contractor(s)) shall own and/or operate a Reference Facility for an aggregate total of at least three (3) years. As used in this RFP, "Reference Facility" means a resource recovery (e.g., waste-to-energy), material recovery, recycling, biomass or other power generating facility owned and/or operated by Offeror (or any of its affiliates or proposed contractor(s)). The facilities proposed by Offeror to be utilized to provide the services being procured hereunder must meet the standard of a Reference Facility. Offeror shall provide a written response that demonstrates that Offeror (and/or its affiliates or proposed contractor(s)) has met this minimum qualification by providing the information outlined herein.
  - b. **Ability to Perform the Services:** SPSA will consider proposed solutions during the Interim Period and the overall ability of the Offeror to develop, finance, construct and operate the proposed long-term solid waste management solution.
2. **EVALUATION CRITERIA/SCORING:** Proposals shall be evaluated by SPSA using the following criteria and the possible point values to be used for scoring:
  - a. **Proposed solution for processing municipal solid waste managed by SPSA during the contract term, including the Interim Period (Up to 30 total points)**

Total volume of waste the Offeror proposes to process and the time frame that the offeror will need to implement their proposed solution.
  - b. **Experience and Ability. (Up to 30 total points)**

Experience and ability of the Offeror and its proposed contractor(s) to provide the required services, including (but not limited to) demonstrated successful operations at the Reference Facilities, financial capability of Offeror and its proposed contractor(s), qualifications of personnel assigned to perform the services, and any litigation that may impact and/or provide insight to the Offeror's and any proposed contractor's ability to perform the services.
  - c. **Proposed percentage of processed solid waste that will be recycled, recovered and/or reused. (Up to 30 total points)**

Proposals that include solutions that will result in a higher percentage of solid waste being recycled, recovered, and/or reused in an environmentally friendly manner will receive a higher score.
  - d. **Economic Proposal/Net System Cost to SPSA. (Up to 30 total points)**

It is anticipated that the proposals that are received will vary significantly. Accordingly, SPSA will evaluate each proposal based on the estimated overall net system cost of the proposal,

which shall consider, but not be limited to (i) Offeror's price for the services, (ii) the relative distance of Offeror's facility(ies) from SPSA Transfer Station(s) (e.g., this might impact the estimated aggregate hauling and transportation cost to SPSA in delivering solid waste to Offeror's facility), (iii) Offeror's other proposed economic terms (e.g., discounts, revenue sharing, other revenues/offsets, etc.), and (iv) the economic impact (e.g., incremental costs/expenses to SPSA, loss of landfill airspace, etc.), if any, on or to SPSA. For example, those proposals which have a higher overall system cost to SPSA would receive a lower point value for this criterion, despite that such proposals may appear to have a lower price for the performance of the services relative to other proposals.

### 3. SELECTION OF OFFEROR(S) FOR COMPETITIVE NEGOTIATION; AWARD OF CONTRACT:

An Evaluation Committee (Committee), consisting of representatives and agents of SPSA, will evaluate each proposal received from Offeror(s) satisfying the above minimum qualifications. The Committee will evaluate each proposal using the criteria described above in subsection 2 of this Section 5.0 in a manner consistent with the procurement of services through competitive negotiation.

Following this initial evaluation process, the Committee shall submit a recommendation to SPSA's Board of Directors regarding the Offeror(s) and their respective proposals. Based on the recommendations of the Committee and the Board's own evaluation of proposal(s) using the criteria described above, which may include consideration of any oral presentations made by the Offerors, and except as noted below, the Board of Directors will select two or more Offerors deemed to be responsible Offerors and otherwise fully qualified and best suited among those submitting proposals based on the evaluation criteria stated above. The award document will be a contract incorporating such requirements, terms and conditions of this solicitation and the contractor's proposal as negotiated, as well as such other terms and conditions as are necessary or appropriate in light of the services to be provided by the contractor(s).

Notwithstanding anything herein to the contrary, SPSA may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359(D)).

Should SPSA determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

## 6.0 GENERAL TERMS AND CONDITIONS

1. **VIRGINIA PUBLIC PROCUREMENT ACT:** This RFP is subject to the provisions of the Virginia Public Procurement Act (VPPA), including any amendments or revisions thereto, in effect at the time of this RFP.
2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of the City of Chesapeake, Virginia. The contractor shall comply with all federal, state and local laws, rules and regulations that are applicable to this solicitation and any resulting contract.
3. **ANTI-DISCRIMINATION:** By submitting their proposal, Offerors certify to SPSA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the VPPA. If an award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1(E)).
  - a. During the performance of the contract, the contractor agrees as follows:
    - (i) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where 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.
    - (ii) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - (iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  - b. The contractor will include the provisions of clause a above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each applicable subcontractor or vendor.
4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposal, Offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with SPSA, the contractor certifies that the contractor does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
6. DEBARMENT STATUS: By submitting their proposal, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
7. USE OF SPSA FORMS PROVIDED IN APPENDIX C AND TERMS AND CONDITIONS: Failure to submit a proposal on the SPSA form(s) provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General and/or Special Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, SPSA reserves the right to decide on a case-by-case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, SPSA may, in its sole discretion, request that the Offeror withdraw or modify nonresponsive portions of a proposal which do not affect quality, quantity, price, or delivery.
8. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications in this RFP or other solicitation documents, the prospective Offeror should contact SPSA's Purchasing Department, via email at [purchasing@spsa.com](mailto:purchasing@spsa.com), no later than ten (10) business days before the due date for proposals. Any revisions to the solicitation will be made only by addendum issued by the SPSA's Purchasing Department.
9. QUALIFICATIONS OF OFFERORS: SPSA may make such reasonable investigations as deemed proper and necessary to determine the ability of each Offeror to perform the services solicited by this RFP, and the Offeror shall furnish to SPSA all such information and data for this purpose as may be requested. SPSA reserves the right to inspect each Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. SPSA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, an Offeror fails to satisfy SPSA that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
10. TESTING AND INSPECTION: SPSA reserves the right to conduct any test/inspection it may deem advisable to ensure that goods and services provided under the contract conform to specifications.
11. ASSIGNMENT OF CONTRACT: The contract shall not be assignable by the contractor in whole or in part without the written consent of SPSA.
12. CHANGES TO THE CONTRACT: The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from any such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
13. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, SPSA, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which SPSA may have.



14. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that, if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The Offeror further certifies that the contractor and any subcontractors will maintain this 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.
- a. **Workers' Compensation – Statutory Requirements and Benefits.** Workers' compensation coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify SPSA of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
  - b. **Employer's Liability.** Employer's liability (not covered by workers' compensation) limit shall not be less than \$1,000,000 for each occurrence, \$1,000,000 per employee and \$1,000,000 policy limit.
  - c. **Commercial General Liability.** \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage, fire and medical expense. SPSA must be named as an additional insured and so endorsed on the policy.
  - d. **Automobile Liability (owned and non-owned).** \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by SPSA is to be used in the contract.) Contractor must ensure that the required coverage is maintained by the contractor (or third-party owner of such motor vehicle.)
  - e. **Umbrella Excess Liability Insurance.** \$10,000,000 per each occurrence for all liability and \$10,000,000 in the aggregate per policy year. SPSA must be named as an additional insured and so endorsed on the policy.
  - f. **Business Interruption Insurance.** Loss of income and business interruption insurance equal to not less than the estimated gross earnings (as defined in the standard form of business interruption insurance policy) for a period of six (6) months based on normal operations of the facility and expected revenues.
  - g. **Environmental Impact Liability Insurance.** \$5,000,000 per occurrence.
15. **DRUG-FREE WORKPLACE:** During the performance of the 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 on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each applicable subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation,

possession or use of any controlled substance or marijuana during the performance of the contract.

16. **NONDISCRIMINATION OF CONTRACTORS:** No Offeror or contractor shall be discriminated against in the solicitation or award of any contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror or contractor employs ex-offenders unless SPSA makes a written determination that employing ex-offenders on the contract is not in its best interest. If the award of the contract is made to a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to the contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, SPSA shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
17. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that SPSA shall be bound hereunder and under the contract only to the extent of the funds available or which may hereafter become available for the purpose of the contract.
18. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with SPSA pursuant to the VPPA shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. SPSA may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.



## 7.0 SPECIAL TERMS AND CONDITIONS

1. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the Offeror(s) may, in SPSA's sole discretion, be asked to submit in writing a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). In that event, each Offeror's proposal will be re-evaluated and the decision to award will be based on the BAFO.
2. **LETTER OF CREDIT AND COMMITMENT LETTER:** Each Offeror must provide, as part of its response to this RFP, a letter of commitment from a financial institution to issue a letter of credit to SPSA on behalf of the Offeror should Offeror be awarded a contract hereunder. Such letter of credit will be substantially in the form attached hereto in Appendix C. The letter of commitment should be for a letter of credit in an amount not less than \$3 million, although the final value of said letter of credit will be determined as part of the competitive negotiation process. In addition, the letter of commitment must state that said letter of credit will be delivered to SPSA not more than five (5) days after execution of the contract (but prior to the start of service) if a proposed contract is awarded to Offeror. Unless otherwise agreed in writing by SPSA, the awarded Offeror shall be obligated to deliver such letter of credit to SPSA within such time period. The letter of credit shall be executed by an approved banking institution authorized to transact business in the Commonwealth of Virginia.
3. **ACCEPTANCE PERIOD:** Any proposal delivered in response to this solicitation shall be valid for two hundred seventy (270) days (Acceptance Period). At the end of the Acceptance Period the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at the end of the Acceptance Period, then it remains in effect until an award is made or the solicitation is canceled.
4. **CANCELLATION OF CONTRACT:** SPSA reserves the right to cancel and terminate any contract, in part or in whole, without penalty, upon one hundred eighty (180) days written notice to the contractor. 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.
5. **INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless SPSA and its Board of Directors, officers, agents, and employees from any and all claims, damages, liabilities and actions (including reasonable attorney's fees) of any kind or nature whatsoever, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor and/or any services of any kind or nature furnished by the contractor, unless such liability is solely attributable to the gross negligence or willful misconduct of SPSA.
6. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under the contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under the contract shall be responsible to the prime contractor. The contractor is as fully responsible for the acts and omissions of its subcontractors and of persons employed by the subcontractors as it is for the acts and omissions of the contractor's own employees.
7. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, § 2.2-4311.2(B), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title

13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided in Appendix C. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and SPSA's use and acceptance of such form, or its acceptance of contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, may not be conclusive of the issue.

8. **HAZARD COMMUNICATION PROGRAM:** SPSA is required, in accordance with 29 CFR 1910.1200, to inform all SPSA and contractor personnel that work centers within SPSA have hazardous chemicals on site. SPSA and contractor personnel may be exposed to these hazardous chemicals while working at SPSA work centers. A written Hazard Communication Program has been developed to inform personnel of the specific hazardous chemicals at the work centers and the related safety information, including protective measures, special precautions and emergency procedures to be observed. The Hazard Communication Program, including Material Safety Data Sheets for each hazardous chemical at the work centers, will be made available to contractors. Contractors are responsible for communicating the information contained in the Material Safety Data Sheets to their personnel working at each SPSA work center. Contractors or contractor personnel are in turn responsible for having Material Safety Data Sheets on any hazardous chemical that they will be using or storing at a SPSA facility. Furthermore, these Material Safety Data Sheets must be at the SPSA facility where they are being used and available for inspection by or on behalf of SPSA.
  
9. **SPSA ENVIRONMENTAL PROCUREMENT POLICY:** In 2003, SPSA implemented an environmental management system (EMS) that conforms to the elements of the ISO 14001 Environmental Standard. SPSA's EMS is designed to assist it in managing and minimizing the environmental impacts of its processes and activities, which are called environmental aspects. SPSA will provide a list of the environmental aspects known to be associated with the planned/proposed activity in every RFP. Any contractor coming on any SPSA site to provide services to SPSA must comply with the policies, intent and/or procedures of SPSA's EMS to manage these environmental aspects. This compliance will be demonstrated by the following:
  - a. Agreeing in writing to comply with SPSA's established emergency response procedures in the event of an incident that could adversely impact the environment; and
  - b. Attending an environmental briefing prior to providing SPSA with any services. During this briefing, SPSA's representatives and the contractor representative will collaboratively identify any planned activities, processes or products that could potentially impact the environment. Proactive measures designed to minimize these potential environmental impacts will be discussed. Results of this discussion will be documented on SPSA's Contractor Environmental Briefing Form. The need for written procedures to manage those impacts will be determined at that time. If written procedures are required, the contractor representative shall:
    - (i) Provide SPSA copies of their existing written procedures (these procedures and/or instructions must be at least as stringent as SPSA's established procedures for managing similar environmental aspects); or
    - (ii) Agree in writing to follow the SPSA Standard Operating Procedures established to manage the identified environmental aspects.

10. PAYMENT OPTIONS: SPSA pays for services rendered on a thirty (30) day policy with paper checks and twice a month with payment(s) made by electronic transfer or credit card in lieu of paper checks. Contractor should let SPSA know if it is capable of accepting credit card payment(s) and, if so, SPSA will assist in enrolling the contractor in the Bank of America's ePayables Program that SPSA is currently using, designed to ensure faster payment transactions.
11. SPSA'S CONTRACTOR SAFETY REQUIREMENTS: Contractor is required to always adhere to SPSA's Contractor Safety Requirements. A copy of which may be obtained at <http://www.spsanet20/pdfdocs/safety/Safety-PolicyandPrograms/19%20-%20II.%2017%20-%20Contractor%27s%20Safety%20Program-%204.5.21%20update.pdf>

[PLEASE SEE ATTACHED APPENDICES]

## Appendix A: SPSA Transfer Stations

### Boykins Transfer Station

18449 General Thomas Highway  
Boykins, Virginia 23827

Chesapeake Transfer Station  
901 Hollowell Lane  
Chesapeake, Virginia 23320

Franklin Transfer Station  
30521 General Thomas Highway  
Franklin, Virginia 23851

Isle of Wight Transfer Station  
13191 Four Square Road  
Smithfield, Virginia 23430

Ivor Transfer Station  
36439 General Mahone Boulevard  
Ivor, Virginia 23866

Landstown Transfer Station  
1825 Concert Drive  
Virginia Beach, Virginia 23453

Norfolk Transfer Station  
3136 Woodland Avenue  
Norfolk, Virginia 23504

Oceana Transfer Station  
2025 Virginia Beach Boulevard  
Virginia Beach, Virginia 23462

Suffolk Transfer Station & Regional Landfill  
1 Bob Foeller Drive  
Suffolk, Virginia 23434

## Appendix B: Historical Summary of Solid Waste Tons Received at SPSA Transfer Stations

### HISTORICAL SUMMARY OF SOLID WASTE TONS RECEIVED AT SPSA TRANSFER STATIONS

Transfer Station Location	FY19	FY20	FY21	FY22	FY23
Norfolk	155,733	155,473	150,971	156,870	168,692
Chesapeake	130,282	124,492	131,243	137,650	156,219
Landstown VA BCH	142,522	147,816	131,243	163,736	166,449
Oceana VA BCH	73,650	72,280	81,533	97,983	109,510
Franklin	22,162	21,755	21,839	22,033	20,913
Isle of Wight	19,056	18,703	19,452	18,344	18,951
Suffolk	64,084	68,542	73,772	78,173	81,598
Ivor	653	626	661	640	639
Boykins	645	586	538	591	577

### FY 2022-2023 SUMMARY OF SOLID WASTE TONS RECEIVED AT SPSA TRANSFER STATIONS

Transfer Station Location	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Total
Norfolk	13,973	14,798	13,230	13,384	12,927	12,649	13,816	13,355	15,002	14,339	15,591	15,629	168,692
Chesapeake	12,693	13,458	12,839	12,478	12,278	13,175	12,351	11,149	13,711	13,255	14,392	14,441	156,219
Landstown VA BCH	13,802	14,704	13,794	13,840	14,107	14,014	13,072	11,537	13,587	13,502	14,965	15,524	166,449
Oceana VA BCH	9,197	10,004	8,227	9,672	9,871	8,760	9,252	6,836	7,965	9,295	10,756	9,675	109,510
Franklin	1,729	1,974	1,748	1,722	1,842	1,664	1,766	1,551	1,762	1,606	1,895	1,655	20,913
Isle of Wight	1,535	1,820	1,562	1,596	1,550	1,466	1,629	1,408	1,555	1,519	1,749	1,561	18,951
Suffolk	6,379	7,337	6,804	6,705	7,190	6,502	6,599	5,750	7,242	6,649	7,416	7,026	81,598
Ivor	45	55	66	45	62	50	54	49	54	52	53	54	639
Boykins	45	53	42	46	58	41	46	41	55	47	56	46	577

## Appendix C: Forms

1. Price Form
2. Signature Sheet
3. Proof of Authority to Transact Business in Virginia
4. Reference Form
5. Form of Letter of Credit
6. Environmental aspects list.

PRICE FORM

(Submit with Proposal)

RFP Item	Solid Waste Disposal Services		
RFP Number	RFP 01-24	Issue Date	February 5, 2024
Proposal Due Date	May 1, 2024	Time	2:00 PM (local prevailing time)

Beginning on the Commencement Date, the Offeror shall accept and process, recycle, recover, reuse, and/or dispose of all solid waste delivered by or on behalf of SPSA to Offeror's permitted facility in accordance with specifications in the contract at the unit price per ton quoted below.

Processing Cost					
	Year 1	Year 2	Year 3	Year 4	Year 5
Price Per Ton					



The Offeror hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

By signature and title, I hereby certify that I am authorized to sign this Price Form as a representative for the Offeror.

Offeror: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

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

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Typed Name, Title: \_\_\_\_\_

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





SIGNATURE SHEET

(Must Submit with Proposal)

My signature certifies that the Offeror's proposal as submitted complies with all terms and conditions set forth in the RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Southeastern Public Service Authority of Virginia, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the Southeastern Public Service Authority of Virginia, pertaining to any and all work or services to be performed as a result of this proposal and any resulting contract with the Southeastern Public Service Authority of Virginia.

By signature and title, I hereby certify that I am authorized to sign as a representative for the firm and can bind the firm into a contract:

Complete Legal Name of Firm: \_\_\_\_\_

Number of Years in Business Providing This Type of Good or Service: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Remittance Address (if different from above): \_\_\_\_\_

Federal ID No. (Please include W-9): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No: \_\_\_\_\_

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

Name (type/print): \_\_\_\_\_ Title: \_\_\_\_\_

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

I will accept payment by means of SPSAs Purchasing Card. \_\_\_\_\_ Yes \_\_\_\_\_ No

Check block below for applicable minority indicator:

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> Asian Indian    | <input type="checkbox"/> Black          | <input type="checkbox"/> Asian Pacific | <input type="checkbox"/> Hispanic                    |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Small Business | <input type="checkbox"/> Women Owned   | <input type="checkbox"/> Small Disadvantage Business |



PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA  
(Submit with Proposal)

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL. FAILURE TO INCLUDE THIS FORM MAY  
RESULT IN REJECTION OF YOUR PROPOSAL

Pursuant to Virginia Code § 2.2-4311.2 an 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 its proposal the identification number issued to it by the State Corporation Commission (“SCC”). Any 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 its proposal a statement describing why the Offeror is not required to be so authorized.

If this proposal for goods or services is accepted by SPSA the undersigned agrees that the requirements of the *Code of Virginia* Section § 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. \_\_\_\_\_ The Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such Offeror’s Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ The Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Offeror’s identification Number issued to it by the SCC is \_\_\_\_\_.

C. \_\_\_\_\_ The Offeror does not have an Identification Number issued to it by the SCC and such Offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s): \_\_\_\_\_.

Please attach additional sheets if you need to explain why such Offeror is not required to be authorized to transact business in Virginia.

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Offeror

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION



REFERENCE FORM  
(Submit with Proposal)

Offerors shall provide a list of at least three (3) references for whom similar services have been provided.

1. Municipality/Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

2. Municipality/Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Municipality/Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_



FORM OF IRREVOCABLE LETTER OF CREDIT

Letter of Credit No.: \_\_\_\_\_, 20\_\_

Amount: Three Million Dollars (U.S. \$3,000,000)

Account Party: \_\_\_\_\_(the "Company")

Payee: Southeastern Public Service Authority of Virginia ("Payee")  
723 Woodlake Drive  
Chesapeake, Virginia 23320  
Attn: Executive Director

To Whom it May Concern:

At the request and on instructions of \_\_\_\_\_, a \_\_\_\_\_(the "Company"), \_\_\_\_\_ ("Issuing Bank") hereby establishes in favor of SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA ("Payee") this Irrevocable Letter of Credit ("LOC") in the aggregate amount of Three Million Dollars (\$3,000,000) (the "Face Amount"). We understand this LOC is furnished in connection with and pursuant to that certain Waste Disposal and Services Agreement dated as of \_\_\_\_\_, 20\_\_ between the Company and the Payee (the "Service Agreement") pursuant to which the Company has agreed to secure its performance and payment obligations thereunder, in part, by this LOC.

Demands for payment hereunder may be made in whole or in part from time to time by, and the Issuing Bank shall pay upon, presentation to the Issuing Bank one or more drafts at sight, each of which shall be in the form of Attachment 1 attached hereto, signed by an officer of Payee (or one describing himself/herself therein as such). All such drafts hereunder together shall not exceed the Face Amount in the aggregate.

All demands for payment hereunder, together with any documents presented to Issuing Bank in connection therewith, as well as all notices and other communications to Issuing Bank in respect of this LOC, shall be in writing, shall make specific reference to this LOC by number, and shall be addressed and presented or personally delivered to the Issuing Bank, Address: \_\_\_\_\_ Attn: \_\_\_\_\_, with copies to: (i) \_\_\_\_\_, Attn: \_\_\_\_\_ and (ii) \_\_\_\_\_, Attn: \_\_\_\_\_. Such documents, notices, and other communications shall be personally delivered or mailed by U.S. Registered Mail to Issuing Bank. Issuing Bank reserves the right to change the address for notices hereunder by delivering written notice of any such change to the Payee at the address above. Payments hereunder will be made without any requirement of prior notice to the Company.

Conforming draft and certificates presented to and received by the Issuing Bank before 12:00 noon on any business day will be paid that day.

THE MAXIMUM LIABILITY OF THE ISSUING BANK UNDER THIS LOC IS EXPRESSLY LIMITED TO AND SHALL NOT EXCEED THE SUM OF THREE MILLION DOLLARS (\$3,000,000).



This LOC is irrevocable and shall terminate or expire upon (and may not be modified, amended or terminated by the Issuing Bank prior to) the "Acceptance Date", which shall be denoted by our receipt of the original LOC, including any amendments, accompanied by your statement indicating that the Acceptance Date has occurred and that you are returning the LOC for termination.

This LOC shall become null and void and be of no further force and effect upon the earlier to occur of: (i) the Issuing Bank's payment in full of its obligations hereunder, or (ii) the expiration of this LOC in accordance with its terms, whereupon, in either case, the Payee shall deliver to the Issuing Bank the executed original hereof; provided, however, failure to return such executed original of the LOC shall have no effect on the application of this LOC.

This LOC may not be transferred in whole or in part.

We hereby agree to provide prompt written notice to the Payee of the occurrence of any downgrade, withdrawal or suspension of the rating or ratings applicable to the Issuing Bank or its ultimate parent corporation from any such rating in place on the date of issuance hereof by any one or more of Standard and Poor's, Moody's Investors Service or Fitch Ratings.

This LOC sets forth in full the terms of Issuing Bank's undertaking, and this undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument, or agreement referred to herein (except the Uniform Customs (hereinafter defined)) or in which this LOC is referred to or to which this LOC relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

Unless otherwise expressly stated, this LOC is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication No. 600 (the "Uniform Customs"). This LOC shall be deemed to be a contract made under the laws of the Commonwealth of Virginia and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of said state, without regard to principles of conflicts of law.

Sincerely,

[ISSUING BANK]

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

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

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



ATTACHMENT 1  
SIGHT DRAFT

SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA (the "Payee") hereby demands payment in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) under that certain Irrevocable Letter of Credit No. \_\_\_\_\_ (the "LOC") issued by \_\_\_\_\_ ("Issuing Bank") and dated \_\_\_\_\_, 20\_\_\_. The aggregate amount of all prior draws under the LOC is \$ \_\_\_\_\_, which together with this draw, does not exceed the Face Amount of the LOC.

The Payee hereby certifies that (a) \_\_\_\_\_ (the "Company") is in breach of its obligation(s) under the Service Agreement between the Payee and the Company, (b) all conditions to making this draw, as set forth in the Service Agreement have been satisfied, and (c) the Payee is entitled to make this draw under the terms hereof.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Payee has executed this Sight Draft as of the date set forth below.

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

SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF  
VIRGINIA

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

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

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

**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – LANDFILL**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
<b>AIR</b>							
Fugitive dust emissions	Wet road , street sweeping, Title V permit, speed controls; SOP 1.1	Y	Y	Y	1	3	Y
Fugitive UST and AST emissions	Insignificant per Title V permit	N	N	N	1	1	N
Truck/vehicle emissions	None	N	N	N	1	1	N
Landfill gas to energy plant emission	Title V permit; New source review permit	Y	Y	Y	5	5	Y
Landfill gas flare	Title V permit; minimal use	Y	Y	Y	1	1	Y
Lateral landfill gas leaks	Title V permit	Y	Y	Y	5	5	Y
Passive landfill emissions	SOP 11.9	Y	N	N	1	1	Y
Four propane heaters	None	N	N	N	1	1	N
Ozone depleting chemical control (CFC)	40 CFR Part 82; SOP 13.1	Y	Y	Y	1	2	Y
<b>WASTE WATER</b>							
Storm water and sediment runoff	Permitted stormwater retention pond; VPDES permit; SO 11.7	Y	Y	Y	5	5	Y
Landfill leachate	Pumped to lagoons, sampled, then to HRSD; HRSD permit; SOP 5.6	Y	Y	Y	5	5	Y

***SPSA Significant Environmental Aspects***

*Last Revised 12/13/17*

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – LANDFILL**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
Landfill dewatering	VPDES permit; Cell V Special Exception Permit; SOP 5.7; SOP 11.7	Y	Y	Y	1	1	Y
Truck wash runoff	VPDES permit; SOP 11.7	Y	Y	Y	1	1	Y
Tire shredder cooling water	Stormwater permit; SOP 11.7	Y	Y	Y	1	1	Y
Indoor floor mop water	Sanitary sewer; SOP 1.15	Y	N	Y	1	1	Y
Restrooms	None	N	N	N	1	1	N
Tipping room floor wash water tanker truck discharge to pond	SOP 5.11	Y	Y	Y	3	3	Y
<b>HAZARDOUS WASTE</b>							
Household hazardous waste	Segregation, storage, labeling, and shipping; SOP 11.1	Y	Y	Y	5	5	Y
Inadvertently accepted HW in general waste stream	Unauthorized Waste Control Plan; Emergency Response Procedures; SOP 5.10	Y	Y	Y	5	5	Y
Mercury fluorescent light bulbs from landfill buildings	Recycled; SOP 1.10	Y	N	Y	1	1	Y

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SOUTHEASTERN PUBLIC SERVICE AUTHORITY ENVIRONMENTAL ASPECTS ANALYSIS – LANDFILL							
Environmental Aspect	Controls	Legal Requirement	SPSA Requirement	Professional Analysis	Cost	Public Perception	Significant
Waste batteries	Recycled; SOP 1.16	Y	N	Y	5	1	Y
<b>SOLID WASTE</b>							
Tires	Sent to tire shredder facility; permit by rule; SOP 5.10	Y	Y	Y	3	1	Y
White goods	Sent to white goods area and then vendor recycles; SOP 5.10 and 11.1	Y	Y	Y	1	1	Y
Truck wash grit	Disposed of in landfill	N	N	N	1	1	N
Waste cardboard	Disposed	N	N	N	1	1	N
Waste aluminum, alkaline batteries	Recycled; SOP 1.13	N	Y	Y	1	3	Y
Scrap computers	Stored for recycling; SOP 1.12	N	N	Y	1	1	Y
Used toner cartridges	Recycled	N	N	N	1	1	N
Employee municipal solid waste	Disposed	N	N	N	1	1	N
Green waste from lawn mowing	None	N	N	N	1	1	N
Empty Aerosol Cans	Recycled; SOP 1.27	N	Y	N	1	1	N
<b>SPILLS OR LEAKS</b>							
UST leaks	Monthly monitoring ; SOP 1.20	Y	Y	Y	5	3	Y

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – LANDFILL**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
UST overfills	Overfill alarms and visual monitoring and spill response; SOP 1.20	Y	Y	Y	5	3	Y
AST overfills	Visual monitoring and spill response	Y	Y	Y	5	3	Y
Diesel spill	Response procedures; SOP 1.14	Y	Y	Y	5	3	Y
Transformer spills	Response procedures; SOP 1.14	Y	N	Y	3	3	Y
Used oil "igloo" spills	Response procedures; SOP 1.14	Y	Y	Y	5	3	Y
Latex paint spills	Response procedures; SOP 1.14	Y	Y	Y	3	3	Y
Landfill GW contamination	GW monitoring; SOP 11.8	Y	Y	Y	5	5	Y
Pesticide/herbicide application/spills	Licensed applicators; SOP 12.1	Y	Y	Y	3	3	Y
Building freon leaks	Licensed technicians; SOP 13.1	Y	N	Y	1	1	Y
<b>ENERGY</b>							
Electricity	Measured; SOP 1.29	N	N	N	1	1	N
Diesel fuel	Measured; SOP 1.29	N	N	N	1	1	N

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – LANDFILL**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
Natural Gas	Measured; SOP 1.29	N	N	N	1	1	N
<b>NATURAL RESOURCES</b>							
Ground water	SOP 11.8	Y	Y	Y	4	4	Y
City water	None	N	N	N	1	1	N
<b>OTHER</b>							
Odor and vector control	Cover daily; SOP 5.12;	Y	Y	Y	5	5	Y
Windblown debris	Processable waste disposal procedures; Regular clean up; SOP 1.6	Y	Y	Y	3	5	Y
Tracked mud/dirt from trucks	Vehicle wash facility; SOP 1.23	Y	Y	Y	1	5	Y
Noise	80 decibel limit	Y	Y	Y	3	5	Y
Aesthetics/Housekeeping	SOP 1.6	Y	Y	Y	1	5	Y

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – REGIONAL OFFICE BUILDING**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
<b>AIR</b>							
Vehicle Emissions	None	N	N	N	1	1	N
Boiler emissions	Gas fired	N	N	N	1	1	N
Ozone Depleting Gas usage (CFC)	40 CFR 82; SOP 13.1	Y	Y	N	1	2	Y
<b>WASTE WATER</b>							
Storm water runoff	No UST or chemical exposure	N	N	N	1	1	N
Mop Water	Sanitary Sewer; SOP 1.15	Y	N	Y	1	1	Y
Cooling tower discharge	HRSD	N	N	N	1	1	N
Cooling tower evaporation	None	N	N	N	1	1	N
<b>HAZARDOUS WASTE</b>							
Waste Mercury Light Bulbs	Recycled; SOP 1.10	Y	N	Y	1	1	Y
Hazardous chemical usage	SOP 1.28						
<b>SOLID WASTE</b>							
Waste cardboard	Disposed	N	N	N	1	1	N

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – REGIONAL OFFICE BUILDING**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
Waste aluminum, alkaline batteries	Recycled; SOP 1.13	N	Y	Y	1	3	Y
Scrap computers	Stored for recycling; SOP 1.12	N	N	Y	1	1	Y
Used toner cartridges	Recycled	N	N	N	1	1	N
Lawn mowing waste	None	N	N	N	1	1	N
Employee municipal solid waste	Disposed	N	N	N	1	1	N
<b>SPILLS</b>							
Elevator Hydraulic Oil	None	Y	Y	Y	3	3	Y
Freon Leaks	Licensed technicians; SOP 13.1	Y	N	Y	1	1	Y
Paint/Chemical Spills	SOP 1.14; SOP 1.28	N	Y	Y	1	1	Y
Pesticide/Herbicide Spills	Contractor; SOP 12.1	N	Y	Y	1	1	Y
<b>ENERGY</b>							
Electricity usage	Measured	N	N	N	1	1	N
Natural Gas Usage	Measured	N	N	N	1	1	N
<b>NATURAL RESOURCES</b>							
City Water	Measured	N	N	N	1	1	N

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – LANDFILL MAINTENANCE SHOP**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
<b>AIR</b>							
Truck/vehicle emissions	None	N	N	N	1	1	N
Ozone Depleting Gas usage (CFC)	40 CFR 82; SOP 13.1	Y	Y	N	1	2	Y
<b>SOLID WASTE</b>							
Used antifreeze	Recycled by vendor; SOP 1.3; SOP 2.2	N	N	Y	1	1	Y
Used parts washing solvent	Recycled by vendor; SOP 1.11	N	N	Y	1	1	Y
Used oil	Recycled by vendor; SOP 1.3; SOP 2.2	Y	Y	Y	1	1	Y
Used oil filters	Crushed and recycled; SOP 2.4	N	N	Y	1	1	Y
Equipment/Vehicle parts	Recycled	N	N	N	1	1	N
Waste cardboard	Disposed	N	N	N	1	1	N
Waste aluminum, alkaline batteries	Recycled; SOP 1.13	N	Y	Y	1	3	Y
Scrap computers	Stored for recycling; SOP 1.12	N	N	Y	1	1	Y
Used toner cartridges	Reused	N	N	N	1	1	N
Used tires	Sent to tire shredder facility; permit by rule; SOP 2.9	Y	Y	Y	3	1	Y
Empty Aerosol Cans	Recycled; SOP 1.27	N	Y	N	1	1	Y

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – LANDFILL MAINTENANCE SHOP**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
Employee municipal solid waste	Disposed	N	N	N	1	1	N
<b>HAZARDOUS WASTE</b>							
Waste Batteries	Recycled; SOP 1.16	Y	N	Y	5	1	Y
Mercury light bulbs	Recycled; SOP 1.10	Y	N	Y	1	1	Y
<b>WASTE WATER</b>							
Mop water	HRSD Permit; SOP 1.15	Y	N	Y	1	1	Y
Restrooms	None	N	N	N	1	1	N
<b>SPILLS</b>							
Oil spills	Containment and response procedures; SOP 1.14; SOP 2.2	Y	Y	Y	3	3	Y
Parts washer spills	Containment and response procedures; SOP 1.14	Y	Y	Y	3	3	Y
Antifreeze spills	Containment and response procedures; SOP 1.14; SOP 2.2	Y	Y	Y	3	3	Y
Freon leaks	SOP 2.3	Y	N	Y	1	1	Y
Building freon leaks	Licensed technicians; SOP 13.1	N	N	N	1	1	N
<b>ENERGY USAGE</b>							
Electricity usage	Measured; SOP 1.29	N	N	N	1	1	N

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – LANDFILL MAINTENANCE SHOP**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
<b>NATURAL RESOURCE USAGE</b>							
City Water	Measured; SOP 1.29	N	N	N	1	1	N



SOUTHEASTERN PUBLIC SERVICE AUTHORITY ENVIRONMENTAL ASPECTS ANALYSIS – OPERATIONS MAINTENANCE SHOP							
Environmental Aspect	Controls	Legal Requirement	SPSA Requirement	Professional Analysis	Cost	Public Perception	Significant
<b>AIR</b>							
UST and AST fugitive emissions	None	N	N	N	1	1	N
Truck/vehicle emissions	None	N	N	N	1	1	N
Ozone Depleting Gas usage (CFC)	40 CFR 82; SOP 13.1	Y	Y	N	1	2	Y
<b>WASTE WATER</b>							
Shop floor cleaning	HRSD Permit; SOP 2.1	Y	Y	Y	3	3	Y
Storm water runoff	VPDES Permit; SOP 11.12 SWPPP	Y	Y	Y	3	3	Y
Restrooms	None	N	N	N	1	1	N
Mop water	Disposed of through HRSD; SOP 1.15	Y	N	Y	1	1	Y
<b>HAZARDOUS WASTE</b>							
Waste batteries	Recycled; SOP 1.16	Y	N	Y	5	1	Y
Waste mercury light bulbs	Recycled; SOP 1.10	Y	N	Y	1	1	Y
<b>SOLID WASTE</b>							
Used oil filters	Segregated and recycled; SOP 2.4	N	N	Y	1	1	Y
Used oil	Recycled; SOP 1.3; SOP 2.2	Y	Y	Y	1	1	Y

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SOUTHEASTERN PUBLIC SERVICE AUTHORITY ENVIRONMENTAL ASPECTS ANALYSIS – OPERATIONS MAINTENANCE SHOP							
Environmental Aspect	Controls	Legal Requirement	SPSA Requirement	Professional Analysis	Cost	Public Perception	Significant
Tires	Sent for recapping SOP 2.9	N	N	Y	1	1	Y
Equipment/vehicle parts	Recycled	N	N	N	1	1	N
Antifreeze	Recycled; SOP 2.2	N	N	Y	1	1	Y
Truck wash grit	Disposed	N	N	N	1	1	N
Waste cardboard	Disposed	N	N	N	1	1	N
Waste aluminum, alkaline batteries	Recycled; SOP 1.13	N	Y	Y	1	3	Y
Used toner cartridges	Reused	N	N	N	1	1	N
Scrap computers	Stored for recycling; SOP 1.12	N	N	Y	1	1	Y
Empty Aerosol Cans	Recycled; SOP 1.27	N	Y	N	1	1	Y
Employee municipal solid waste	Disposed	N	N	N	1	1	N
Lawn mowing waste	None	N	N	N	1	1	N
SPILLS							
UST leak	Spill and overfill controls and monthly monitoring; SOP 1.20	Y	Y	Y	5	3	Y
UST overfill	Spill response; SOP 1.14; SOP 1.20	Y	Y	Y	5	3	Y
AST leak or overfill	None	N	N	N	---	N	N
Diesel or antifreeze spill	Response procedures; SOP 1.14; SOP 2.2	Y	Y	Y	5	3	Y

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SOUTHEASTERN PUBLIC SERVICE AUTHORITY ENVIRONMENTAL ASPECTS ANALYSIS – OPERATIONS MAINTENANCE SHOP							
Environmental Aspect	Controls	Legal Requirement	SPSA Requirement	Professional Analysis	Cost	Public Perception	Significant
Transformer spills	None	Y	N	Y	3	3	Y
Trailer debris, fires, and spills	Response procedures SOP 8.1	Y	Y	Y	3	5	Y
Freon leaks	Licensed technicians; SOP 2.3	Y	N	Y	1	1	Y
Building freon leaks	Licensed technicians; SOP 3.24	N	N	N	1	1	N
Hazardous chemical spills	HRSD Permit; SOP 1.28						
<b>ENERGY</b>							
Electricity	Measured; SOP 1.29	N	N	N	1	1	N
Diesel fuel	Measured; SOP 1.29	N	N	N	1	1	N
<b>NATURAL RESOURCES</b>							
City Water	Measured; SOP 1.29	N	N	N	1	1	N
<b>OTHER</b>							
Windblown debris	Regular clean up; SOP 1.6	Y	Y	Y	1	5	Y
Windblown debris during hauling	SOP 8.2	Y	Y	Y	1	5	Y
Noise	None	N	N	N	1	1	N
Visual	None	N	N	N	1	1	N

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – TRANSPORTATION BUILDING/FLEET**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
<b>AIR</b>							
Truck/vehicle emissions	None	N	N	N	1	1	N
Ozone Depleting Gas usage (CFC)	40 CFR 82; SOP 13.1	Y	Y	N	1	2	Y
<b>WASTE WATER</b>							
Restrooms	Discharge to HRSD	N	N	N	1	1	N
<b>HAZARDOUS WASTE</b>							
Inadvertently accepted HHW in general waste stream	Unauthorized Waste Control Plan; Emergency Response Procedures	Y	Y	Y	5	5	Y
<b>SOLID WASTE</b>							
Employee general municipal solid waste	Disposed	N	N	N	1	1	N
Empty Aerosol Cans	Recycled; SOP 1.27	N	Y	N	1	1	Y
<b>SPILLS</b>							
Diesel spill	Response procedures; SOP 1.14	Y	Y	Y	3	3	Y
Freon leaks	Licensed technicians; SOP 2.3	Y	N	Y	1	1	Y
Trailer debris, fires, and spills	Response procedures; SOP 8.1; SOP 10.1	Y	Y	Y	3	5	Y
<b>ENERGY</b>							
Diesel fuel	None	N	N	N	1	1	N

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – TRANSPORTATION BUILDING/FLEET**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
<b>NATURAL RESOURCES</b>							
None							
<b>OTHER</b>							
Noise	None	N	N	N	1	1	N
Visual	None	N	N	N	1	1	N
Windblown debris	Regular Cleanup; SOP 1.6	Y	Y	Y	1	5	Y

**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – TRANSFER STATIONS  
(Boykins and Ivor)**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
<b>AIR</b>							
Truck/vehicle emissions	None	N	N	N	1	1	N
<b>WASTE WATER</b>							
Storm water runoff	Engineering controls	Y	Y	Y	5	5	Y
<b>HAZARDOUS WASTE</b>							
Processable waste	Training, identification and disposal procedures	Y	Y	Y	5	5	Y
Waste batteries	Recycled	Y	N	Y	5	1	Y
Waste mercury light bulbs	Disposed	Y	N	Y	1	1	Y

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – TRANSFER STATIONS  
(Boykins and Ivor)**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
<b>SOLID WASTE</b>							
Non-processable waste	Permitted; Segregated at FTS and IOW STS	Y	Y	Y	5	5	Y
Processable waste	Permitted; Segregated at FTS and IOW STS	Y	Y	Y	5	5	Y
Tires	Segregated and sent to Tire Processing Facility	Y	Y	Y	5	5	Y
Waste cardboard	Disposed	N	N	N	1	1	N
Waste aluminum, batteries	Recycled	N	Y	Y	1	3	Y
Lawn mowing waste	Disposed	N	N	N	1	1	N
<b>SPILLS</b>							
Transformer spills	None	Y	N	Y	5	3	Y
Wastewater spills	Response procedures	Y	Y	Y	3	3	Y
Freon leaks	Licensed technicians	Y	N	Y	1	1	Y
<b>ENERGY</b>							
Electricity	None	N	N	N	1	1	N
<b>OTHER</b>							
Odor and vectors	Remove waste regularly	Y	Y	Y	3	5	Y
Windblown debris	Regular clean up	Y	Y	Y	3	5	Y
Noise	None	N	N	N	1	1	N
Visual	None	N	N	N	1	1	N

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – TRANSFER STATIONS  
(Chesapeake, Franklin, Isle of Wight, Norfolk)**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
<b>AIR</b>							
Truck/vehicle emissions	None	N	N	N	1	1	N
Ozone Depleting Gas usage (CFC)	40 CFR 82; SOP 13.1	Y	Y	N	1	2	Y
<b>WASTE WATER</b>							
Tipping floor wash water	Containerized in holding tank or other methods; SOP 1.5	Y	Y	Y	3	3	Y
Storm water runoff	Engineering controls	Y	Y	Y	5	5	Y
Runoff from Drop & Hook Operations	Absorbent applied, socks around drains	Y	Y	Y	5	5	Y
Restrooms	None	N	N	N	1	1	N
<b>HAZARDOUS WASTE</b>							
Household hazardous waste	Segregation, storage, labeling, and shipping; SOP 11.1	Y	Y	Y	5	5	Y
Inadvertently accepted HW in general waste stream	Unauthorized Waste Control Plan; Emergency Response Procedures; SOP 6.1	Y	Y	Y	5	5	Y
Waste batteries	Recycled; SOP 1.16	Y	N	Y	5	1	Y

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – TRANSFER STATIONS  
(Chesapeake, Franklin, Isle of Wight, Norfolk)**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
Waste mercury light bulbs	Recycled; SOP 1.10	Y	N	Y	1	1	Y
<b>SOLID WASTE</b>							
Non-processable waste	Permitted; segregated, and sent to the landfill; SOP 6.1	Y	Y	Y	5	5	Y
Processable waste	Segregated and burned at power plant; SOP 6.1	Y	Y	Y	5	5	Y
Tires	Segregated and sent to tire processing facility; SOP 6.1	Y	Y	Y	5	5	Y
Used oil from "igloos"	Recycled; SOP 11.1	Y	Y	Y	1	1	Y
Waste cardboard	Disposed	N	N	N	1	1	N
Waste aluminum, alkaline batteries	Recycled; SOP 1.13	N	Y	Y	1	3	Y
Scrap computers	Stored for recycling	N	N	Y	1	1	Y
Used toner cartridges	Reused	N	N	N	1	1	N
Empty Aerosol Cans	Recycled; SOP 1.27	N	Y	N	1	1	Y
Employee municipal solid waste	Disposed	N	N	N	1	1	N

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – TRANSFER STATIONS  
(Chesapeake, Franklin, Isle of Wight, Norfolk)**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
Lawn mowing waste	None	N	N	N	1	1	N
<b>SPILLS</b>							
UST leak	Spill and overfill controls and monthly monitoring; SOP 1.20	Y	Y	Y	5	3	Y
UST overfill	Overfill alarms; SOP 1.20	Y	Y	Y	5	3	Y
Diesel spill	Response procedures; SOP 1.14	Y	Y	Y	5	3	Y
Used oil "igloo"	Response procedures; SOP 1.14	Y	Y	Y	5	3	Y
Hazardous Chemical	Response procedures; SOP 1.14; SOP 1.28						
Waste water spills	Response procedures; Sop 1.14	Y	Y	Y	3	3	Y
Freon leaks	Licensed technicians; SOP 13.1	Y	N	Y	1	1	Y
<b>ENERGY</b>							
Electricity	Measured; SOP 1.29	N	N	N	1	1	N
Diesel fuel	Measured; SOP 1.29	N	N	N	1	1	N
<b>NATURAL RESOURCES</b>							
City water	None	N	N	N	1	1	N

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – TRANSFER STATIONS  
(Chesapeake, Franklin, Isle of Wight, Norfolk)**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
<b>OTHER</b>							
Odor and vectors	Remove waste regularly; Operations manuals	Y	Y	Y	3	5	Y
Windblown debris	Regular clean up; SOP 1.6	Y	Y	Y	3	5	Y
Noise	None	N	N	N	1	1	N
Visual	None	N	N	N	1	1	N

***SPSA Significant Environmental Aspects***

*Last Revised 12/13/17*

**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – TRANSFER STATIONS  
(Landstown, Oceana, Suffolk)**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
<b>AIR</b>							
Truck/vehicle emissions	None	N	N	N	1	1	N
Ozone Depleting Gas usage (CFC)	40 CFR 82; SOP 13.1	Y	Y	N	1	2	Y
<b>WASTE WATER</b>							
Tipping floor wash water	Containerized in holding tank or other methods; SOP 1.5	Y	Y	Y	3	3	Y
Storm water runoff	Engineering controls	Y	Y	Y	5	5	Y
Runoff from Drop & Hook Operations	Absorbent applied, socks around drains (OTS & STS only)	Y	Y	Y	5	5	Y
Restrooms	None	N	N	N	1	1	N
<b>HAZARDOUS WASTE</b>							
Household hazardous waste	Segregation, storage, labeling, and shipping; SOP 11.1 (STS only)	Y	Y	Y	5	5	Y
Inadvertently accepted HW in general waste stream	Unauthorized Waste Control Plan; Emergency Response Procedures; SOP 6.1	Y	Y	Y	5	5	Y
Waste batteries	Recycled; SOP 1.16	Y	N	Y	5	1	Y

***SPSA Significant Environmental Aspects***

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – TRANSFER STATIONS  
(Landstown, Oceana, Suffolk)**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
Waste mercury light bulbs	Recycled; SOP 1.10	Y	N	Y	1	1	Y
<b>SOLID WASTE</b>							
Non-processable waste	Permitted; Segregated, and sent to the landfill; SOP 6.1	Y	Y	Y	5	5	Y
Processable waste	Segregated and burned at power plant; SOP 6.1	Y	Y	Y	5	5	Y
Tires	Segregated and sent to tire processing facility; SOP 6.1	Y	Y	Y	5	5	Y
Used oil from "igloos"	Recycled; SOP 11.1	Y	Y	Y	1	1	Y
Scrap computers	Stored for recycling; SOP 1.12	N	N	Y	1	1	Y
Waste cardboard	Disposed	N	N	N	1	1	N
Waste aluminum, alkaline batteries	Recycled; SOP 1.13	N	Y	Y	1	3	Y
Used toner cartridges	Reused	N	N	N	1	1	N
Employee municipal solid waste	Disposed	N	N	N	1	1	N
Empty Aerosol Cans	Recycled; SOP 1.27	N	Y	N	1	1	Y

***SPSA Significant Environmental Aspects***

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – TRANSFER STATIONS  
(Landstown, Oceana, Suffolk)**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
Lawn mowing waste	Disposed	N	N	N	1	1	N
<b>SPILLS</b>							
AST Leaks	SOP 11.3						
Diesel spill	Response procedures; SOP 1.14	Y	Y	Y	5	3	Y
Transformer spills	None	Y	N	Y	5	3	Y
Used oil "igloo" and AST	Response procedures; SOP 1.14	Y	Y	Y	5	3	Y
Wastewater spills	Response procedures; SOP 1.14	Y	Y	Y	3	3	Y
Hazardous Chemicals	Response procedures; SOP 1.14; SOP 1.28	Y	Y	Y	5	5	Y
Freon leaks	Licensed technicians; SOP 13.1	Y	N	Y	1	1	Y
<b>ENERGY</b>							
Electricity	Measured; SOP 1.29	N	N	N	1	1	N
Diesel fuel	Measured; SOP 1.29	N	N	N	1	1	N
<b>NATURAL RESOURCES</b>							
City water	Measured; SOP 1.29	N	N	N	1	1	N

***SPSA Significant Environmental Aspects***

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – TRANSFER STATIONS  
(Landstown, Oceana, Suffolk)**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
<b>OTHER</b>							
Odor and vectors	Remove waste regularly; Operations Manuals	Y	Y	Y	3	5	Y
Windblown debris	Regular clean up; SOP 1.6	Y	Y	Y	3	5	Y
Noise	None	N	N	N	1	1	N
Visual	None	N	N	N	1	1	N

***SPSA Significant Environmental Aspects***

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – TRANSFER STATIONS  
Suffolk White Goods Facility**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
<b>AIR</b>							
Truck/vehicle emissions	None	N	N	N	1	1	N
<b>WASTE WATER</b>							
Storm water runoff	Engineering controls	Y	Y	Y	5	5	Y
Restrooms	None	N	N	N	1	1	N
<b>HAZARDOUS WASTE</b>							
Refrigerant removal and storage waste	Segregation, storage, labeling and shipping; SOP 11.4 & 11.5	Y	Y	Y	5	4	Y
Inadvertently accepted hazardous waste in general waste stream	Unauthorized Waste Control Plan; Emergency Response Procedures; SOP 6.1	Y	Y	Y	5	5	Y
<b>SOLID WASTE</b>							
Tires	Segregated and sent to tire processing facility	Y	Y	Y	5	5	Y
Used oil from "igloos"	Recycled; SOP 11.1	Y	Y	Y	1	1	Y
Waste cardboard	Disposed	N	N	N	1	1	N
Waste aluminum, alkaline batteries	Recycled; SOP 1.13	N	Y	Y	1	3	Y
Empty aerosol cans	Recycled; SOP 1.27	N	Y	N	1	1	Y
Employee municipal solid waste	Disposed	N	N	N	1	1	N

**SPSA Significant Environmental Aspects**

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – TRANSFER STATIONS  
Suffolk White Goods Facility**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
<b>SPILLS</b>							
Used oil "igloo" and AST	Response procedures; SOP 1.14	Y	Y	Y	5	3	Y
Hazardous chemical	Response procedures; SOP 1.14; SOP 1.28	Y	Y	Y	5	5	Y
Wastewater spills	Response procedures; SOP 1.14	Y	Y	Y	3	3	Y
Freon leaks	Licensed technicians; SOP 13.1	Y	N	Y	1	1	Y
<b>ENERGY</b>							
Electricity	None	N	N	N	1	1	N
Diesel fuel	None	N	N	N	1	1	N
<b>NATURAL RESOURCES</b>							
City water	None	N	N	N	1	1	N
<b>OTHER</b>							
Odor and vectors	Remove waste regularly; Operations Manual	Y	Y	Y	3	5	Y
Windblown debris	Regular clean up; SOP 1.6	Y	Y	Y	3	5	Y
Noise	None	N	N	N	1	1	N
Aesthetics	None	N	N	N	1	1	N

***SPSA Significant Environmental Aspects***

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – TRANSFER STATIONS  
Household Hazardous Waste Facilities**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
<b>AIR</b>							
Customer vehicle emissions	None	N	N	N	1	1	N
<b>WASTE WATER</b>							
Storm water runoff	Engineering controls	Y	Y	Y	5	5	Y
Restrooms	None	N	N	N	1	1	N
<b>HAZARDOUS WASTE</b>							
Household hazardous waste	Segregation, storage, labeling and shipping; Secondary containment; SOP 11.1	Y	Y	Y	5	5	Y
Waste batteries	Recycled; SOP 1.16	Y	N	Y	5	1	Y
Waste mercury light bulbs	Recycled; SOP 1.10	Y	N	Y	1	1	Y
<b>SOLID WASTE</b>							
Solid waste generated from operation of HHW	None	N	N	N	1	1	N
Used oil from "igloos"	Recycled; SOP 11.1	Y	Y	Y	1	1	Y
Scrap computers	Not accepted	N	N	N	1	1	Y
Waste cardboard	Disposed	N	N	N	1	1	N
Waste aluminum, alkaline batteries	Recycled; SOP 1.13	N	Y	Y	1	3	Y
Empty aerosol cans	Recycled; SOP 1.27	N	Y	N	1	1	Y
<b>SPILLS</b>							

**SPSA Significant Environmental Aspects**

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**SOUTHEASTERN PUBLIC SERVICE AUTHORITY  
ENVIRONMENTAL ASPECTS ANALYSIS – TRANSFER STATIONS  
Household Hazardous Waste Facilities**

<b>Environmental Aspect</b>	<b>Controls</b>	<b>Legal Requirement</b>	<b>SPSA Requirement</b>	<b>Professional Analysis</b>	<b>Cost</b>	<b>Public Perception</b>	<b>Significant</b>
Used oil "igloo" and AST	Response procedures; SOP 1.14	Y	Y	Y	5	3	Y
Hazardous chemical	Response procedures; SOP 1.14; SOP 1.28	Y	Y	Y	5	5	Y
Wastewater spills	Response procedures; SOP 1.14	Y	Y	Y	3	3	Y
<b>ENERGY</b>							
Electricity	None	N	N	N	1	1	N
<b>NATURAL RESOURCES</b>							
City water	None	N	N	N	1	1	N
<b>OTHER</b>							
Odor and vectors	Remove waste regularly; Operations Manual	Y	Y	Y	3	5	Y
Windblown debris	Regular clean up; SOP 1.6	Y	Y	Y	3	5	Y
Noise	None	N	N	N	1	1	N
Aesthetics	None	N	N	N	1	1	N

***SPSA Significant Environmental Aspects***

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## REQUEST FOR PROPOSAL

RFP 01-24

Sealed bids will be received by the Southeastern Public Service Authority of Virginia (SPSA) in its Regional Office Building at 723 Woodlake Drive, Chesapeake, VA 23320 until 2:00 P.M. local prevailing time on May 1, 2024, for Solid Waste Disposal Services in accordance with specifications, and Contract Documents hereby made a part of this notice. Copies of specifications and bid documents may be obtained from: eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov), SPSA [www.spsa.com](http://www.spsa.com) or by email at [purchasing@spsa.com](mailto:purchasing@spsa.com).

OFFEROR'S LIST

RFP 01-24 Solid Waste Disposal Services

NAME	EMAIL



SOUTHEASTERN PUBLIC SERVICE AUTHORITY

BID RECEIPTS

RFP 01-24

SOLID WASTE DISPOSAL SERVICES

MAY 1, 2024 @ 2:00 p.m.

COMPANY



EVALUATION INSTRUMENT

RFP 01-24

Name of Offeror: \_\_\_\_\_

Name of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Did the Proposal Include the Following Items as Required by Section 4.0, Subsections 2-10:	YES	NO
Title Page		
Qualifications and Experience		
Proposed Services		
Litigation History		
Pricing and Other Economic Terms		
Financial Institution Letter of Commitment		
Proof of Authority to Transact Business in Virginia		
Signature Sheet		
References		
If any of the above are NO, this proposal is considered non-responsive. Do not score a non-responsive proposal.		

<p><b>Criteria #1:</b> Processing Municipal Solid Waste    Max 30    Points assigned by this evaluator for this criterion:</p>
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Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



<u>Criteria #2:</u> Experience and Ability	Max 30	Points assigned by this evaluator for this criterion:	
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Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<u>Criteria #3:</u> Proposed Percentage of recycled, recovered and/or reused material.	Max 30	Points assigned by this evaluator for this criterion:	
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Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<u>Criteria #4:</u> Economic Proposal/Net System Cost to SPSA	Max 30	Points assigned by this evaluator for this criterion:	
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Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

TOTAL POINTS ASSIGNED TO THIS PROPOSAL: (cannot exceed 120): \_\_\_\_\_

Do you feel satisfied that you have all the necessary information to properly evaluate this proposal?

Circle One                      YES      NO

Do you feel it would benefit SPSA to schedule an oral presentation of this Offeror?

Circle One                      YES      NO