

**REQUEST FOR BID**  
**RESIDENTIAL WASTE COMPOSITION STUDY**  
**RFB #20200312**

Issue Date: 3/12/2020

Due Date: 4/09/2020

### 1 INTRODUCTION

The Chittenden Solid Waste District (the District, CSWD) hereby solicits bids from qualified firms (Bidder) to conduct a residential waste composition study at the Casella Transfer Station in Williston, Vermont. Two sorting sessions must occur in the first week of August and a week in early November.

### 2 BACKGROUND AND GENERAL INFORMATION

The Chittenden Solid Waste District is a union municipal district chartered by the State of Vermont and is responsible for the management of solid waste generated within Chittenden County. The District's mission is to reduce and manage the solid waste in an environmentally sound, efficient, effective, and economical manner. Chittenden County is comprised of 18 municipalities including the City of Burlington, surrounding suburbs, and numerous rural towns. CSWD serves a population base of approximately 165,000. CSWD members currently generate approximately 97,000 tons per year of municipal solid waste for disposal (residential, commercial, and institutional). For additional information about CSWD's facilities and programs, please visit [www.cswd.net](http://www.cswd.net).

### 3 SCOPE OF SERVICES

This section provides a description of the types of services that the District requires from the successful Bidder.

- 1) Review project and sort categories and determine protocol for selection of samples with CSWD.
- 2) Sort a minimum of 15 samples of residential waste, each weighing approximately 200 pounds, in each sorting session. Transfer Station staff will transport selected samples from the facility floor to the sorting area and remove the sample once sorting is complete.
- 3) Record data for each sample:
  - a. Date and time
  - b. Hauler
  - c. License plate number
  - d. Municipal origin(s) of load

- e. Estimated percent of load that is residential as reported by driver (samples should come only from loads that are all or mostly residential)
  - f. Wetness factor
  - g. Weights for each material category as defined below
- 4) Provide a final report which includes the following:
- a. A description of the methodology used
  - b. Excel table with the raw data for each sample
  - c. Excel table with totals by category for the two sorting sessions combined
  - d. An itemized list of hazardous waste, electronic items, and batteries with type and weight
  - e. An itemized list of any bulky items sorted
  - f. Any observations

The sort categories are:

- 1) Mandatory fiber recyclables  
Subcategories:
  - a. corrugated cardboard, white and colored paper, envelopes, junk mail, soft cover books, newspaper, magazines and catalogs, paper bags, shredded paper (greater than 2" on at least 2 dimensions except for shredded paper), boxboard (not coated or chemically treated)
  - b. chemically treated boxboard including soda and beer cartons and refrigerator/freezer boxes that did not have direct food contact (e.g., butter box, frozen pizza box)
- 2) Mandatory metal, glass, and plastic recyclables = glass bottles and jars and metal cans from foods and beverages, aluminum foil and pie plates, aerosol cans from non-hazardous products, and #1-7 rigid plastic containers and packaging up to 2' on any dimension and greater than 2" on at least 2 dimensions (no film, no foam, no hazardous waste containers)
- 3) Bulky rigid plastic = crates and buckets (> 2' in height), carts, baskets, toys, lawn furniture, etc. (no electronics, construction materials, or items with circuit boards or battery packs, no multi-material)
- 4) EPS packaging (not food grade)
- 5) Beverage cartons and aseptic containers (shelf-stable and refrigerated) = juice, milk, soy milk, soup, broth, wine, cream, egg substitutes
- 6) Recyclable films = polyethylene plastic bags with the #2 or #4 recycling symbol, single-use plastic retail shopping bags, dry-cleaning bags, newspaper bags, bread and produce bags, air pillows made of #2 or #4 plastic film, plastic wrap packaging around toilet paper & paper towel rolls, case wrap around beverage containers
- 7) Hardcover books
- 8) Textiles

- 9) Scrap metal (80% or more metal)
- 10) Hazardous waste and electronics (itemized and weighed – return to transfer station operator for proper management); empty containers from hazardous products shall not be included in this category, but added to residue
- 11) Bulky materials (itemized and weighed) = e.g., furniture, mattresses, construction and demolition debris (few, if any, of these items are likely to appear in the samples)
- 12) Clean wood = **wood that has not been treated with any chemical, stain, preservative, paint, oil, or adhesive**, including natural wood, such as branches and logs, as well as dimensional lumber and pallets
- 13) Yard trimmings = leaves, grass clippings, garden plants, prunings, and twigs up to one-quarter inch in diameter, and similar compostable materials
- 14) Food scraps and soiled paper
- 15) Residue

The contractor is responsible for health and safety training for its sorters and all personnel protective equipment. The contractor is also responsible for supplying its own scale, tarps for covering samples overnight, sort containers, and canopies if used. A pressure washer will be available at the Transfer Station to clean containers at the end of each sorting session.

#### 4 PROCUREMENT SCHEDULE

<b>RFB Issuance:</b>	Thursday, March 12, 2020
<b>Pre-Bid Questions Due:</b>	5:00 P.M. on Monday, March 30, 2020
<b>Proposals Due:</b>	3:00 P.M. on Thursday, April 9, 2020

CSWD will evaluate the Bids and award the contract to the preferred Bidder within approximately two (2) weeks following receipt of Bids. The successful Bidder will be expected to sign a contract based upon the bid request and begin the services on or after July 1, 2020. All Bidders will be notified by email of the outcome of the selection process.

#### 5 BID CONTENT & INSTRUCTIONS

The Bids shall be submitted to the District no later than 3:00 P.M. on Thursday, April 9, 2020. Bids shall be emailed to [nplunkett@cswd.net](mailto:nplunkett@cswd.net).

The Bids shall be considered valid for a period of at least thirty (30) days and must contain a statement to that effect. The Bid must contain the name, address, and telephone number of an individual or individuals with authority to commit to all provisions of this RFB during the period in which the District is evaluating the Bids.

The Bidder shall bear all costs related to responding to this RFB.

### **Bid Contents**

All submitted bids must include, at a minimum, the following information:

- 1) **Scope of Work:** The bid shall include a description of the sampling, material handling, and sorting protocols that will be employed.
- 2) **Experience of Firm:** The bid shall include information related to the Consultant's and any subcontractor's previous experience with the completion of similar work.
- 3) **Experience of Key Individuals:** The bid shall identify the key individuals (including subcontractors) who will be responsible for the completion of the project. The proposal shall include the resumes of these individuals and identify their previous experience completing similar work.
- 4) **Costs:** The bid shall include a not-to-exceed cost for the completion of the study.
- 5) **References:** The bid shall include a list of references and contacts, including telephone numbers, from previous work completed of similar nature.
- 6) **Schedule:** The bid shall include a proposed timeline.

## **6 RFB QUESTIONS**

Any questions concerning the RFB must be received in written form and will be accepted until 5:00 P.M. on Monday, March 30, 2020. All written questions should be emailed to: [nplunkett@cswd.net](mailto:nplunkett@cswd.net). Please note that questions will not be answered over the telephone.

Written responses to all substantive questions will be forwarded to all prospective Bidders in advance of the submittal deadline. To receive the written responses and amendments and/or addendums to the RFB, send your e-mail address to [nplunkett@cswd.net](mailto:nplunkett@cswd.net).

## **7 EVALUATION AND SELECTION PROCESS**

The District reserves the right to select a Service Provider based on the best fit for the work and is not required to select based solely on price. The District will evaluate Bids based on:

- Experience of Firm
- Experience of Key Staff
- Quality of Response
- References
- Fee Proposal

## 8 NEGOTIATION OF CONTRACT

Following selection of the preferred Bidder, the District will seek to negotiate a contract for performance of this work with the Bidder. If the District is unable to negotiate a satisfactory contract with the preferred Bidder within a reasonable time frame, the District reserves the right to negotiate with any or all of the other Bidders to this RFB without further advertisement or issuance of another RFB. The contract which ultimately may result from this RFB will be governed by the laws of the State of Vermont.

## 9 DISTRICT RIGHTS

This RFB does not commit the District to contract with any Bidder nor does it commit the District to an exclusive agreement with the Bidder for these services. The District reserves the following rights:

- To withdraw this RFB at any time;
- To reject any and all Bids or Bidders;
- To postpone award of the contract;
- To accept the Bid that the District finds to be the most advantageous and/or beneficial to the District;
- To negotiate the Bid to further refine, clarify, amend, or expand any and all aspects of the Bid;
- To accept Bids that do not offer the lowest cost;
- To confirm all references and contact further references obtained from other sources as deemed necessary;
- To waive any informalities or technicalities in any Bid; and
- To apply any additional rights as may be allowed under applicable purchasing laws and rules.

## 10 TERM OF CONTRACT

The contract which may result from this RFB will be a service contract. The term of this Agreement shall be for six months, commencing on July 1, 2020, and ending on December 31, 2020.

## 11 EQUAL OPPORTUNITY COMPLIANCE

The Bidder must agree to abide by all applicable Vermont State Minority Hiring laws, Equal Opportunity Employment Rules and Regulations, and Executive Orders and any and all other applicable Vermont employment laws, rules or regulations.

State Equal Opportunity Compliance Certificate and Agreement procedures must be complied with when applicable. If applicable, certification shall be required as a condition precedent to receipt of any payment for supplies or services.

## 12 MINORITY BUSINESS ENTERPRISE

When practicable, the Bidder will be required to seek minority and women business enterprise participation in the amounts required by Vermont general laws and applicable regulations.

### **13 HANDICAPPED**

The Bidder will not discriminate against any employee or application for employment because of physical or mental handicap for any position for which the employee or applicant is qualified, and in the event of noncompliance, the District may declare the Bidder in breach and take any necessary legal recourse, including termination or cancellation of the contract.

### **14 SUBCONTRACTORS**

It will be the Bidder's responsibility to see that all subcontractors, if any, conform to all contract requirements and provisions stated in the RFB.

### **15 RELATIONSHIP AS INDEPENDENT CONTRACTOR**

The relationship between the Bidder and the District under any resulting contract shall be that of independent contractor. Nothing in this RFB nor any resulting contract shall be construed to designate the Bidder, or any of its employees or subcontractors, as employees, agents, joint ventures, or partners of the District.

### **16 CONFLICT OF INTEREST**

A Bidder submitting a Bid thereby certifies that: No officer, agent, or employee of the District has a pecuniary interest in the Bid or has participated in contract negotiations on the part of the Bidder; that the Bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for Bids; and, the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm. Further, no person or firm who is listed as a Subcontractor shall be eligible to become a qualified Bidder in the same solicitation.

### **17 CONTRACTUAL DISPUTES**

All claims, disputes, and other matters in question arising out of or relating to a Contract resulting from this RFB or the performance or interpretation thereof shall be submitted to arbitration pursuant to the terms of Title 12, Chapter 192, of the Vermont General Laws, as amended.

### **18 TERMINATION**

If the Bidder or the District fails to fulfill its obligations in a timely and proper manner, or if either party violates any of the agreements of the negotiated contract, either party shall have the right to terminate the contract by giving written notice to the other party. Termination of the contract shall in no way limit any legal rights of either party.

Any resulting contract may be considered null and void if the Bidder deliberately misrepresented facts or provided false information in the Proposal.

### **19 BILLING PROCEDURES**

Final billing procedures shall be negotiated prior to the execution of the contract. Invoices minimally will contain the Bidder's name, address and phone number; date; and a work order summary including amount billed and amount remaining to date. Invoices shall be paid by the District within thirty (30)

days of receipt of an acceptable invoice for goods and/or services that have been received and accepted.

## 20 INSURANCE

The Bidder, prior to contract execution, will be required to submit a valid, currently dated Certificate of Insurance satisfactory to the District as evidence that the Bidder is adequately insured throughout the period of the contract by a recognized and responsible insurer authorized to do business in Vermont.

Minimum limits include:

- Comprehensive General Liability, \$2,000,000 Combined Single Limit;
- Business Automobile, \$500,000 Combined Single Limit;
- Errors and Omissions, \$1,000,000; and
- Workers' Compensation Coverage as required by Vermont State law.

The Certificate of Insurance should name the District as an additional named insured. Any exclusions or exceptions to the types of claims and amounts which may be collected against a legitimate claim must be clearly delineated. The insurer will be required to provide the District with notification of any cancellation or change in the insurance coverage during the period of the contract between the Bidder and the District. Such notification must be made not less than thirty (30) days prior to date said cancellation or change becomes effective.

Failure to maintain the insurance required shall be cause for immediate termination of the contract by the District.

The District reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The requirement for Workers' Compensation coverage shall not be waived. However, the required limits of property and casualty coverage may be modified if the Bidder can demonstrate an acceptable alternative method of preventing transfer of insurable risk to the District or of eliminating such risk.

## 21 LIABILITY WAIVER

The Bidder must agree to waive any and all claims against the District for any loss or injury incurred while on the District's property during the period of the contract.