



ADMINISTRATIVE OFFICE
1021 Redmond Road
Williston, VT 05495

EMAIL info@cswd.net
TEL (802) 872-8100

www.cswd.net

TO: All Interested Parties

FROM: Nancy Plunkett, Director of Special Projects

RE: RFP No. 20190717 – Analysis of Solid Waste Disposal Trends in Chittenden County, Vermont

DATE: July 17, 2019

Attached please find Request for Proposals (RFP) No. 20190717, issued by the Chittenden Solid Waste District (the District, CSWD), for an Analysis of Solid Waste Disposal Trends in Chittenden County, Vermont.

A non-mandatory Pre-Proposal Meeting will be held at **2:00 P.M. on Thursday, August 1, 2019** (details in RFP).

Written questions may be submitted to Nancy Plunkett (nplunkett@cswd.net) **no later than 5:00 P.M. on Monday, August 12, 2019.**

Proposals are to be received at the District's office at 1021 Redmond Road, Williston, VT 05495, **no later than 2:00 P.M. on Tuesday, August 27, 2019.**

Proposal packages must be sealed and marked clearly with the Consultant's name and with the phrase "Proposal No. 20190717 Enclosed: Analysis of Solid Waste Disposal Trends in Chittenden County, Vermont."

The District sincerely appreciates each party's efforts in responding to this RFP and looks forward to receiving your submittals.

Attachment



Chittenden Solid Waste District

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**REQUEST FOR PROPOSALS NO. 20190717
FOR
ANALYSIS OF SOLID WASTE DISPOSAL TRENDS
IN CHITTENDEN COUNTY, VERMONT**

July 17, 2019

Issued By:

**CHITTENDEN SOLID WASTE DISTRICT
1021 Redmond Road
Williston, VT 05495
www.cswd.net
802/872-8100 (phone)**

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REQUEST FOR PROPOSALS NO. 20190717

FOR

**ANALYSIS OF SOLID WASTE DISPOSAL TRENDS
IN CHITTENDEN COUNTY, VERMONT**

1.0 INTRODUCTION

The Chittenden Solid Waste District (the District, CSWD) hereby solicits proposals from qualified consultant services (Consultant) to conduct an analysis of solid waste disposal trends in Chittenden County, Vermont. Proposals are sought from individuals, partnerships, or firms that have experience with the solid waste industry and socio-economic analysis.

Consultants must submit a proposal containing their qualifications, work program, and rates. The proposal must be organized according to the outline set forth in Section 5.0 Proposal Instructions of this RFP.

2.0 BACKGROUND AND GENERAL INFORMATION

CSWD is a municipality governed by a Board of Commissioners appointed by the 18 towns and cities of Chittenden County. Its mission is to reduce and manage the solid waste generated within Chittenden County in an environmentally sound, efficient, effective, and economical manner. It is essentially a municipality, a public, tax-exempt entity with a distinct legal existence from the State (not a department or agency of state government) and accompanying statutory authorities granted.

CSWD has an estimated population of 165,000 with 67,000 households. It has approximately 7,000 employing establishments with over 102,000 employees.

The current trash and recycling collection system in Chittenden County operates as a non-exclusive franchise for both residential and commercial waste. This means haulers are licensed by CSWD and compete for both residential and commercial customers in most municipalities through a private subscription system. The City of Burlington provides collection of recyclables for its residents, but not trash. The Town of Westford contracts with a private hauler for curbside collection of trash and recyclables. Residents and businesses may also haul their own waste and recyclables to facilities.

Recycling has been mandatory since 1993, and haulers are required to offer recycling collection service to their residential and commercial customers. Diversion of food scraps from landfill disposal will become mandatory for all residents and businesses in 2020.

The District owns or owns and operates several facilities: a commercial composting facility, a materials recovery facility, a household hazardous waste processing facility, and six drop-off centers at various locations in Chittenden County. In addition to these facilities, the District also maintains and monitors three closed landfills and brokers biosolids management for nine water resource recovery facilities.

The amount of municipal solid waste (MSW) generated within the District that is landfilled or incinerated (disposed) has been increasing the last few years beyond what would be expected from population increases alone. This has occurred after a downward trend experienced during the recession. It is generally accepted in

the solid waste industry that the state of the economy plays a major role in waste generation and disposal rates, but we have been unable to identify specific local economic and/or demographic indicators that may be driving these trends.

CSWD is also lacking current data on the characterization of construction and demolition debris (C&D) that is landfilled to compare to data from 2005 and 2012. This information would help identify whether disposal rates for certain types of C&D are increasing.

3.0 SCOPE OF SERVICES

Outlined below are brief descriptions of the focus areas that the successful Consultant is expected to analyze and report on over the contract term. Should additional areas of focus become evident over the course of the analysis, the Consultant should make these areas known to the Project Manager, who at that time will determine whether the Consultant should proceed with additional analysis.

- 1) An examination of whether changes in demographics and/or the local economy correlate to changes in our measured waste streams (MSW and C&D). Further, if there are correlations between these changes and waste, can we extrapolate (at least to a degree) future impacts to the waste stream? Our hope is that by having a firmer understanding of our regional economy, potential scenarios of economic performance, and the ability to dimension trends related to waste disposal in the county against broader geographies, we may be able to arrive at a more nuanced understanding of the District's waste disposal and how we might affect and better monitor it.

The proposal should specify the methodology to be used, any economic models that will be utilized, principal sources of data, and a description of the work product to be provided.

- 2) A characterization of the construction and demolition debris that is sent for landfill disposal from two facilities in Chittenden County.

4.0 PROCUREMENT SCHEDULE

RFP Issuance:	Wednesday, July 17, 2019
Pre-Proposal Meeting:	2:00 P.M. on Thursday, August 1, 2019
Deadline for Receipt of Additional Questions:	5:00 P.M. on Monday, August 12, 2019
Proposals Due:	2:00 P.M. on Tuesday, August 27, 2019

Attendance, either in person or via phone, at the **Pre-Proposal Meeting** is not mandatory but is highly recommended. The meeting will be held at the CSWD Administrative Office at 1021 Redmond Rd. in Williston, VT. **Call-in instructions:** Dial 712-451-0978. Enter access code 655583.

A Proposal Evaluation Committee will evaluate the proposals and recommend Consultants for selection within approximately three (3) weeks following receipt of Proposals. The successful Consultants will be expected to begin the contract on or about November 1, 2019. The Committee may choose to invite shortlisted firms to attend

interviews prior to making a recommendation. All Consultants will be notified of the outcome of the selection process.

5.0 PROPOSAL INSTRUCTIONS

Five (5) copies of the written proposal must be delivered to the District's Administrative Office **no later than 2:00 P.M. on Tuesday, August 27, 2019**. Proposal packages must be sealed and marked clearly with the Consultant's name and with the phrase "Proposal No. 20190717 Enclosed: Analysis of Solid Waste Disposal Trends in Chittenden County, Vermont." Proposals should be addressed to:

Nancy Plunkett
Chittenden Solid Waste District
1021 Redmond Road
Williston, VT 05495

This is a request for proposals, not a request for bids. There will be no public opening or reading of responses received.

The Consultant shall bear all costs related to responding to this RFP.

Failure to adhere to all submittal requirements could result in disqualification.

Proposals must include the following sections in the following order:

- I. Cover Letter
- II. Introduction
- III. Project Understanding
- IV. Statement of Qualifications
- V. Project Management and Coordination Plan
- VI. Method of Billing & Project Budget
- VII. Appendices

Each section of the Proposal should be marked clearly and tabbed for easy reference. The Committee considers straightforward and simple presentations to be most effective. Elaborate and extraneous materials are strongly discouraged.

In keeping with the District's policies promoting source reduction and recycling, we suggest that all pages be duplex-printed on post-consumer recycled content paper.

5.1 Cover Letter

The cover letter must contain:

- Identification of the Consultant;
- Identification of Consultant's key staff members proposed to be involved in the project;
- An acknowledgment of receipt of this RFP, all RFP addenda (if any), and a statement that it is understood that all conditions contained in this RFP can be incorporated into any resulting contract;

- A statement that the Proposal will remain in effect for one hundred twenty (120) days after receipt by the District;
- A statement affirming that all information contained in Consultant's proposal is factual and is accurate (deliberately misrepresenting facts will be grounds for dismissal from consideration on this RFP);
- The name, address, and telephone number of an individual or individuals with authority to commit to all provisions of this RFP during the period in which the Proposal Evaluation Committee is evaluating the proposals; and
- The signature of an individual who is authorized to bind the Consultant contractually.

5.2 Introduction

This section of the proposal should contain a brief summary of the history of the firm, highlighting its accomplishments and successes which should demonstrate knowledge of the solid waste industry and socio-economic analyses. Also included in this section, if applicable, shall be a detailed description of:

- Any current or former projects that the Consultant worked on related to the Chittenden Solid Waste District.
- Any former or current projects that may be a conflict of interest with the operations or projects of the District.
- Any projects that the Consultant failed to complete or was terminated from in the past three years including a description of each project and the reasons for such failure and/or termination.
- Any lawsuits in which the Consultant is or was involved in during the last three years that could materially affect the performance of the firm undertaking this project.

5.3 Project Understanding

This section of the proposal shall provide a succinct statement of the Consultant's understanding of the project needs.

5.4 Statement of Qualifications

The statement of qualifications shall include a clear delineation of Consultant's qualifications in performing the services identified in or anticipated from the description of activities identified in Section 3.0 Scope of Services. At minimum, Consultants must provide the following:

5.4.1 Project Staffing

Consultants must demonstrate the experience and qualifications of personnel assigned and committed to the project. Consultants are to provide each project staff's applicable experience in the solid waste industry, expertise in socio-economic analyses, and any other experience relevant to the project. Inclusion of regional managers, office managers, marketing people, etc., is specifically not requested. The proposal evaluation will be based strictly upon the project staff.

5.4.2 Subconsultants

For each of Consultant's subconsultants, provide a concise description of the role to be served by the subconsultant and describe their experience in performing similar roles on other projects. The Consultant shall assume full

responsibility for any subconsultant activities. The Project Manager reserves the right to approve any of the proposed subconsultants. Any Consultant who chooses to respond to this RFP as the prime consultant cannot be listed as a subconsultant to another prime or be listed as a team member under 5.4.1.

It is expected that the team identified in the proposal will be consistent throughout the term of the project and will be utilized should the Consultant be awarded a contract. Should the Consultant not identify any team members at this time, but the Consultant chooses a team member after award, said team member will need the Project Manager's approval in writing prior to use.

5.4.3 Organizational Chart

An organizational chart is to be prepared to show the chain of responsibility and control for the project. Titles of individuals are to match those utilized on the résumés and in Section 5.6 Method of Billing.

5.4.5 Résumés

Provide résumés for each of the personnel assigned to this project. Also provide institutional résumés of all subconsultants and the résumés of the personnel they will assign to the project. The titles shown on the résumés shall correspond with the titles used in the organizational chart (see 5.4.3) and in Section 5.6 Method of Billing. Please limit résumés for individuals to one page or less.

5.4.6 Project Descriptions

Respondents to this RFP shall have demonstrable knowledge and experience in solid waste industry and socio-economic analyses. Consultants shall provide a description of a minimum of three (3) and a maximum of five (5) projects which demonstrate the firm's ability to perform the requirements contained in Scope of Services set forth in Section 3.0 of this RFP. Each project description is limited to two pages in length and shall contain the following information:

- Project name.
- Contracting agency name, address, and telephone number of the principal agent responsible for overseeing the contract.
- Date of project commencement and completion (if applicable).
- A list of project team members and a brief description of each member's responsibilities. This includes the use and role of any subconsultant.
- Scope of services. Describe only that portion of the project's scope for which the Consultant was directly responsible. Do not outline aspects of the project for which the Consultant was not responsible.
- Timeliness in meeting project deadlines.
- Any other information which the Consultant feels would reflect their ability to serve as Consultant for the Analysis of Solid Waste Disposal Trends in Chittenden County, Vermont.

5.4.7 Project Management and Coordination Plan

The Consultant shall detail how the Consultant proposes to manage the work and interface with the CSWD Project Manager. The Consultant shall propose an efficient method and timeline to include critical milestones to keep the Project Manager aware of all key issues, decisions, and changes in project scope. The Project Management Plan shall consist of the Consultant's proposal for managing and controlling the work to be performed under this contract

accomplishing the Scope of Services set forth in Section 3.0 of this RFP. The Project Management and Coordination Plan must describe Consultant's approach to completing these projects, how Consultant intends to meet the demands of the projects, and a schedule for completion of the projects. Please specify the services to be completed directly by Consultant and those that will be subcontracted.

5.4.8 Evening Meeting

The selected Consultant will be required to present the final report on the study at a meeting of the CSWD Board of Commissioners.

5.5 Method of Billing & Project Budget

Contractor shall submit monthly invoices to CSWD for the services provided under this Contract on a time and materials basis or as otherwise agreed in the Contract. CSWD shall pay Contractor within thirty (30) days from invoice date (excluding any disputed items). CSWD shall provide Contractor with a written description of disputed items. CSWD and Contractor shall promptly resolve any disputed items.

To simplify billing procedures, the Consultant shall propose fixed standard rates by category; such fixed rates shall include direct and indirect costs. To facilitate the review process, the Consultant shall provide a single table, organized by proposed billing categories, showing individual(s) for which a résumé has been provided, project title as shown on the organizational chart, firm name, job title at the firm, fully burdened billing rate (based on overhead rate and proposed profit margin) for each category.

All direct expenses (excluding administrative overhead and incidentals referenced above) shall be billed at cost. There shall be no markup applied for the use of subconsultants or any materials or equipment utilized to perform the work. The Consultant shall also provide a list of all direct expense costs and equipment rental rates, including the cost for any disposable equipment/supplies. This includes, but is not limited to: reimbursement for subconsultants, health and safety supplies, mileage, lodging, meals, etc. The Consultant shall list out what types of incidentals, for those not specifically listed, they typically request reimbursement on project invoices.

Consultants must provide prices as requested for each Task, its personnel and each of its subcontractors, including any incidentals. The estimate should be as detailed as possible showing hourly billing rates for key personnel, hours estimated, and all other incidentals. The Project Budget must be comprehensive, including all Tasks, by name; all personnel assigned to each Task; the number of hours for each Task and for each person assigned to that Task.

5.6 Appendices

Consultants may include any information not solicited that the Consultant believes to be relevant and important to the understanding of the Proposal. **Unnecessary attachments are strongly discouraged.**

6.0 PROPRIETARY INFORMATION

All Proposals become the property of the District and will be subject to public review. If any proprietary information is contained in or attached to the written Proposal, it must be clearly identified for the District to ensure protection of such information. Such information must also meet generally accepted definitions of trade secrets or other confidential business information.

7.0 RFP QUESTIONS

Any questions concerning the Scope of Services must be received in written form and will be accepted until **5:00 P.M. on Monday, August 12, 2019**. All written questions should be addressed to:

Nancy Plunkett
Chittenden Solid Waste District
1021 Redmond Road
Williston, VT 05495

Written questions may be transmitted by mail or by e-mail (nplunkett@cswd.net); however, the District will not be responsible for information that is not received, and it is Consultant's responsibility to confirm our receipt of the questions. **Please note that questions will not be answered over the telephone.** Written responses to all substantive questions will be forwarded to all prospective Consultants in advance of the submittal deadline.

8.0 EVALUATION AND SELECTION PROCESS

8.1 EVALUATION CRITERIA

The following factors will be considered by the Proposal Evaluation Committee in developing a shortlist of firms.

Experience of Firm – 15%

Experience of Key Staff – 25%

Quality of Response – 40%

Fee Proposal – 20%

8.2 INTERVIEWS

On the basis of the evaluation, the Proposal Evaluation Committee may choose to shortlist three to five firms for interviews. Shortlisted firms will be invited to provide brief presentations of their Proposal at the District's offices at 1021 Redmond Road, Williston, VT. The Committee reserves the right to make a recommendation for contract award on the basis of the interview or to forego the interview process and make the recommendation directly from the evaluation of the written Proposals.

8.3 NEGOTIATION OF CONTRACT

Following selection of the preferred Consultant, the Project Manager will seek to negotiate a contract for performance of this work with the Consultant.

The Consultant's Project Management and Coordination Plan should be developed in sufficient detail so that it is capable of serving as an attachment in any resulting contract.

If the Project Manager is unable to negotiate a satisfactory contract with the preferred Consultant within a reasonable time frame, the Project Manager reserves the right to negotiate with any or all of the other Consultants to this RFP without further advertisement or issuance of another RFP.

The contract which ultimately may result from this RFP will be governed by the laws of the State of Vermont.

9.0 TERMS AND AGREEMENTS

9.1 PROPOSAL EVALUATION COMMITTEE & PROJECT MANAGER RIGHTS

This RFP does not commit the Project Manager to contract with any Consultant nor does it commit the Project Manager to an exclusive agreement with the Consultant for these services. The Proposal Evaluation Committee and Project Manager reserve the following rights:

- To withdraw this RFP at any time;
- To reject any and all Proposals or Consultants;
- To eliminate any of the tasks in the Scope of Services of this RFP and to issue a contract with a correspondingly reduced Project Work Program;
- To modify the RFP or to issue subsequent RFPs at the Proposal Evaluation Committee's sole discretion;
- To postpone award of the contract;
- To accept the Proposal that the Project Manager finds to be the most advantageous and/or beneficial to the Project Manager;
- To split the award or to make multiple awards;
- To negotiate the Proposal to further refine, clarify, amend, or expand any and all aspects of the Proposal;
- To accept Proposals that do not offer the lowest cost;
- To confirm all references and contact further references obtained from other sources as deemed necessary;
- To request Consultants to send representatives to Williston, Vermont for interviews at their own cost;
- To waive any informalities or technicalities in any Proposal; and
- To apply any additional rights as may be allowed under applicable purchasing laws and rules.

9.2 TERM OF CONTRACT

The contract which may result from this RFP will be a service contract.

The term of the contract will be from (on or about) November 1, 2019 to June 30, 2020, however it is expected that the project will not need this amount of time to complete.

9.3 EQUAL OPPORTUNITY COMPLIANCE

The Consultant 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.

9.4 MINORITY BUSINESS ENTERPRISE

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

9.5 HANDICAPPED

The Consultant 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 Project Manager may declare the Consultant in breach and take any necessary legal recourse, including termination or cancellation of the contract.

9.6 SUBCONTRACTORS

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

9.7 RELATIONSHIP AS INDEPENDENT CONTRACTOR

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

9.8 CONFLICT OF INTEREST

A Consultant submitting a Proposal thereby certifies that: No officer, agent, or employee of the District has a pecuniary interest in the Proposal or has participated in contract negotiations on the part of the Consultant; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Consultant for the same call for Proposals; and, the Consultant 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 Consultant in the same solicitation.

9.9 CONTRACTUAL DISPUTES

All claims, disputes, and other matters in question arising out of or relating to this Contract 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.

9.10 TERMINATION

- If the Consultant or the Project Manager 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.
- The Project Manager reserves the right to terminate the contract without cause at any time by giving the Consultant ten (10) days' written notice. The Consultant shall be entitled to reasonable compensation for any services rendered prior to the date of termination subject to damages the Project Manager may have suffered due to breach of contract. Any finished or unfinished work prepared on behalf of the Project Manager shall become the property of the Project Manager.

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

9.11 BILLING PROCEDURES

Final billing procedures shall be negotiated prior to the execution of the contract. Invoices minimally will contain the Consultant's name, address and phone number; date; and a work order summary including amount approved, amount billed, 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.

9.12 INSURANCE

The Consultant, prior to contract execution, will be required to submit a valid, **currently dated** Certificate of Insurance satisfactory to the District as evidence that the Consultant 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 Chittenden Solid Waste District as **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 Project Manager with notification of any cancellation or change in the insurance coverage during the period of the contract between the Consultant and the Project Manager. 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 Project Manager.

The Project Manager 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 Consultant can demonstrate an acceptable alternative method of preventing transferal of insurable risk to the Chittenden Solid Waste District or of eliminating such risk.

9.13 LIABILITY WAIVER

The Consultant must agree to waive any and all claims against the Chittenden Solid Waste District, the City of Burlington, and the City of South Burlington for any loss or injury incurred while on any property of the Chittenden Solid Waste District, the City of Burlington, and the City of South Burlington during the period of the contract.