



Chittenden Solid Waste District

ADMINISTRATIVE OFFICE  
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TO: All Interested Parties  
FROM: Sarah Reeves  
RE: RFP No. 20200127 – General Counsel Legal Services  
DATE: January 27, 2020

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Attached please find Request for Proposals (RFP) No. 20200127, issued by the Chittenden Solid Waste District (the District, CSWD), for the provision of General Counsel Legal Services.

Every effort has been made to identify as clearly as possible the level of detail Respondents are to include in their submittal. An effort also has been made to make the submittal format consistent. Respondents are requested to adhere to this format and make every effort to submit Proposals that are complete and concise.

Questions may be submitted in written form and directed to Sarah Reeves, Executive Director, no later than **4:00 P.M. Wednesday, February 14, 2020.**

Proposals are to be received at the District's office at 1021 Redmond Road, Williston, VT 05495, no later than **4:00 P.M. Friday, March 6, 2020.**

**LATE SUBMITTALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**

Proposal packages must be sealed and marked clearly with the Respondent's name and with the phrase "Proposal No. 20200127 Enclosed: General Counsel Legal Services." Respondents are to adhere to all submittal requirements; failure to do so could result in disqualification.

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

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS NO. 20200127

FOR

GENERAL COUNSEL LEGAL SERVICES

January 27, 2020

Issued By:

CHITTENDEN SOLID WASTE DISTRICT

1021 Redmond Road

Williston, VT 05495

802/872-8100 (phone)

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# REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS NO. 20200127

## FOR

### GENERAL COUNSEL LEGAL SERVICES

#### **1.0 INTRODUCTION**

The Chittenden Solid Waste District (the District, CSWD) invites interested law firms with a minimum of Five (5) years' experience representing public agencies in general municipal law, and with focused experience in but not limited to, general governmental procedures, compliance, contracts and transactions, land use, environmental law, and civil litigation to submit proposals to provide general counsel legal services for the District on an as-needed, fee-for-service basis.

These services will include managing and determining the need to engage special counsel services. A firm selected as General Counsel will serve at the pleasure of the Board of Commissioners of the District. If the District determines to award a contract for general counsel legal services because of the RFP, it will authorize the District's Executive Director to enter into a three-year contract establishing the terms and compensation for the subject services. The District will consider awarding a contract to a single legal firm or multiple legal firms as deemed necessary to address the various specialties required. Only attorneys who are currently licensed to practice law in the State of Vermont and maintain an office in Vermont, or law firms including such attorneys, may respond to this RFP.

#### **2.0 BACKGROUND AND GENERAL INFORMATION**

CSWD was created in March 1987 by the Vermont State Legislature as part of Act 78, Vermont's first solid waste law. Under this law, solid waste districts formed throughout the State to find regional solutions to solid waste disposal problems by providing for the efficient, economical, and environmentally sound management of solid waste generated by residents and businesses within its member towns and cities. The District's mission is to provide environmentally responsible and economically sound waste management options to meet community needs using public and private systems, programs, and facilities.

CSWD is the largest solid waste district in the State of Vermont, serving 18 communities with a combined population of 164,572. 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 with accompanying statutory authorities granted. The District is responsible for managing activities such as source reduction, recycling, composting, waste processing facilities, and caring for three closed landfills.

An 18-member Board of Commissioners is the governing body of CSWD. The Board sets policy on solid waste management in its member communities and employs an Executive Director who exercises administrative authority over the operations of the solid waste district in conformance with the policies and objectives set forth by the Board. Each of the District member municipalities appoints a

representative and an alternate member to serve on the Board. The Board holds its meetings on every fourth Wednesday of the month, except for July or August (when the Board may not meet for a lack of items needing action) and November and December (when the Board meets on the third Wednesday of the month, due to holiday schedules). There are three standing subcommittees: Executive Committee, Finance Committee, and Investment Committee.

The District owns or owns/operates several facilities: an Organics Diversion Facility, located at 1042 Redmond Road in Williston; a Materials Recovery Facility located at 357 Avenue C, Williston; a household hazardous waste processing facility known as the Environmental Depot, located at 1011 Airport Parkway, South Burlington; and seven Drop-Off Centers at various locations in Chittenden County. The District maintains and monitors three closed landfills in Williston, and owns CSWD's Administration Building, located at 1021 Redmond Road, Williston. In addition to these facilities, CSWD owns several parcels of land in Williston and Burlington, designated for future solid waste uses. The District maintains and manages three rental properties, two residential and one commercial.

### **3.0 BRIEF DESCRIPTION OF SERVICES**

The District is interested in identifying and utilizing the services of one or more legal firms/attorneys for "as needed" legal assistance. The services requested include providing legal counsel in the form of written and verbal opinions and presentations and monitoring and representing the District's interests before various judicial bodies and other entities. Specialized legal services are necessary in all areas of municipal law to include, but not necessarily be limited to, governmental procedures, compliance, contracts and transactions, environmental law, civil litigation, municipal finance (including bond finance), and planning/zoning and land use. Expertise in solid waste management and movement rules, regulations, and laws is desirable. The District will consider awarding a contract to a single legal firm/attorney or multiple legal firms/attorneys as deemed necessary to address the various specialties required and reserves the right to split the award based on demonstrated knowledge and experience in any area.

### **4.0 SCOPE OF SERVICES**

This section provides a brief description of the practice area expertise that the District currently believes may be of use over the term of the Contract, as well as general service expectations. Interested firms are invited to submit a response addressing any or all practice areas.

#### **4.1 PRACTICE AREAS**

##### **A. General Municipal, including but not limited to:**

- Laws and regulations governing Vermont special districts and municipalities, and governance of public entities
- Tax (federal, state, local)
- Environmental:
  - Solid waste/recycling/commercial composting (VT Act 148, Act 250, Act 78, Federal RCRA, etc.)

-Stormwater

- Land use and permitting
- Code enforcement
- Robert's Rules of Order
- Open Meetings/Public Records
- Policies & Procedures
- Public Works procurement, bidding, award, and construction

B. Human Resource and Personnel, including but not limited to:

- Labor/employment, training and personnel investigations
- Disability issues/FEHA/ADA
- Workers compensation (public entity employer)
- Safety
- Ethics
- Risk Mitigation/Transfer/Avoidance

C. Litigation Defense, including but not limited to:

- Labor and employment
- Public entity tort claims
- Public safety defense
- Construction law/public works
- General writ litigation

D. Real Property, including but not limited to:

- Condemnation/eminent domain
- Unlawful detainer/eviction (commercial)
- Easements, rights-of-way, encroachment permits
- Act 250/land use/environmental/hazardous materials/Brownfields
- Real estate transaction/commercial document preparation
- Foreclosure
- Lease negotiations and drafting

E. Bond Counsel/Municipal Financing

**4.2 MEETING ATTENDANCE**

Attendance at meetings of the Board of Commissioners is expected to offer legal advice and opinions to the Board Chair, Executive Director, or any Commissioner in attendance. The Board holds its meetings on every fourth Wednesday of the month, except for July or August (when the Board may not

meet for a lack of items needing action) and November and December (when the Board meets on the third Wednesday of the month, due to holiday schedules). The meeting schedule is established at the Annual Organizational Meeting, held in June of each year.

#### **4.3. TIMELY AND PROMPT SERVICE**

It is imperative that the selected firm(s) respond to requests for legal services promptly and in a manner that allows the District to meet deadlines, act expeditiously in matters requiring legal counsel, and to operate effectively and efficiently. Requests for general services will be routed to the firm through the District's Executive Director (or their designee). The District Executive Director will relay to the firm a preferred "turn-around" time as well as the level of urgency the service requires. The firm shall acknowledge the request within two (2) business days and will either agree to the Executive Director's turn-around time or propose a different timeline to the Director. The Executive Director and the firm will arrive at a compromise.

The degree of availability for quicker response to urgent matters that fall outside of day-to-day inquiries or problems will be carefully weighed by the proposal evaluation team.

#### **4.4 GENERAL SERVICES**

1. Acts as District Attorney to the Chittenden Solid Waste District. Counsel will provide advice and interpretation of municipal corporation law as it applies to the District. Such information may involve federal laws as well as state and local statutes and ordinances.
2. Represents the District in court proceedings, conducting legal research, finding relevant facts, writing, and reviewing documents. Advises the District in matters of municipal ordinance and code violations as may be necessary and serves as defense counsel for lawsuits filed against the District.
3. Acts as legal advisor to the Executive Director and Board of Commissioners in all areas of municipal law. Advises any other senior staff member of the District in matters relating to their official duties when so requested and authorized by the Executive Director.
4. Receives assignments from the Executive Director for all areas. The Executive Director will authorize other senior staff to request assistance from the Attorney(s) as necessary.
5. The Attorney(s) will review all ordinances, contracts, deeds, leases, bonds, and other written instruments submitted to them by the Executive Director and shall promptly render an opinion as to their legality.
6. May conduct title searches and handle land closings for general District real estate transactions.
7. Maintains knowledge of issues facing the District and is prepared to offer legal opinions.
8. Coordinates with other special counsel, as needed, to assure proper management of legal issues, and proper coordination and transition of legal issues among special counsel.

10. Assists District Commissioners, officials and employees to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions and the appearance of prohibited transactions.
11. Possesses and Demonstrates strong knowledge of Robert’s Rules of Order and advises the Executive Director and Chairman of the Board of Commissioners on the correct and consistent use of the Rules during Board meetings.
12. Performs other legal services and tasks, as assigned by the Executive Director or Board of Commissioners, if applicable.

**5.0 PROCUREMENT SCHEDULE**

RFP Issuance:	Monday, January 27, 2020
Deadline for Receipt of Additional Questions:	4:00 P.M. Wednesday, February 14, 2020
Proposals Due:	4:00 P.M. Friday, March 6, 2020

An Evaluation Committee comprised of members of District staff and Commissioners will evaluate the Proposals and recommend Respondents for selection within approximately three (3) weeks following receipt of Proposals. The District may choose to invite several shortlisted firms to attend interviews at the District's offices prior to making a contract award. The contract is be expected to commence no later than May 1, 2020. All Respondents will be notified by email of the outcome of the selection process.

**6.0 PROPOSAL INSTRUCTIONS**

Five (5) copies of the written Proposal must be delivered to the District no later than 4:00 P.M. Friday, March 6, 2020. Proposals received after this time will not be considered and will be returned unopened to Respondent. Proposal containers must be sealed and clearly and conspicuously marked on the outside with the Respondent's name and identified as follows: **Proposal No. 20200127 Enclosed: General Counsel Legal Services**. No blame shall be attached to any District employee for opening any Proposal not so marked. Proposals should be addressed to:

Sarah Reeves, Executive Director  
 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 nor reading of responses received.



Competition is intended. It is the District's intent that this RFP shall permit competition. It shall be the Respondent's responsibility to advise the Executive Director in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Executive Director not later than ten (10) days prior to the date set for proposals to close.

Respondents may submit proposals that respond to all practice areas specified in Section 4.1, they may respond to some practice areas, or they may respond to one. Respondents who submit proposals covering one or some practice areas but not all shall not be penalized for doing so.

The Proposals shall be considered valid for a period of at least ninety (90) days and must contain a statement to that effect. The Proposal must contain 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 District is evaluating the Proposals.

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

**Proposals must include the following sections in the following order:**

- I. Cover Letter
- II. Introduction
- III. Understanding of District Needs
- IV. Statement of Qualifications
- V. Assignment Management and Coordination Plan
- VI. Method of Billing
- VII. Conflicts of Interest
- VIII. Appendices

Each section of the Proposal should be marked clearly and tabbed for easy reference.

Proposals must be complete and marked clearly with the name of Respondent. The District 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 recycled paper.*

**6.1 Cover Letter**

The cover letter must contain:

- Identification of the Respondent;
- Identification of Respondent's key staff members proposed to work directly with the District;
- 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 ninety (90) days after receipt by the District;
- A statement affirming that all information contained in Respondent's Proposal is factual and is accurate (deliberately misrepresenting facts will be grounds for dismissal from consideration on this RFP); and
- The signature of an individual who is authorized to bind the Respondent contractually.

## **6.2 Introduction**

This section of the Proposal should contain a summary of the history of the firm, highlighting the size of the firm, the size of the firm's municipal law staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement. Demonstration of work performed for other solid waste entities will be viewed favorably during the review process. Also included in this section, if applicable, shall be a detailed description of:

- Any former or current client relationships that may be a conflict of interest with the District's operations or projects.
- Any projects that the Respondent 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 Respondent is or was involved in during the last three years that could materially affect the performance of the firm undertaking this project.

## **6.3 Understanding of District Needs**

This section of the Proposal shall provide a succinct statement of the Respondent's understanding of the District's needs as described in Section 4.0 SCOPE OF SERVICES, both at present and future.

## **6.4 Statement of Qualifications**

The statement of qualifications shall include a clear delineation of Respondent's qualifications in performing the services identified in or anticipated from the description of activities identified in Section 4.0 SCOPE OF SERVICES. At minimum, Respondents must provide the following:

### **6.4.1 Legal Team Overview**

Provide an overview and organization chart of the legal team and its qualifications. Specifically address the experience of the team in working with municipalities or municipal instrumentalities.

## **6.4.2 Subconsultants**

The Respondent shall identify any proposed subconsultants that may be needed to round out the legal team and the roles of each of the team members. Team members may include other firms that may be subcontracted by the Respondent to provide additional support and / or expertise to the District. Should the Respondent not identify any team members at this time, but the Respondent chooses a team member after award, said subconsultant will need CSWD approval in writing prior to use. For each of Respondent'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 firm shall assume full responsibility for any subconsultant activities. The District reserves the right to approve any of the proposed subconsultants. Any Respondent who chooses to respond to this RFP as the prime cannot be listed as a subconsultant to another prime.

## **6.4.3 Staffing & Résumés**

Respondents must demonstrate the experience and qualifications of personnel assigned and committed to the practice areas. Respondents are to provide a list of personnel who may be assigned to work on District projects and their specific areas of expertise.

Provide detailed résumés for each of the personnel assigned to this contract. The titles shown on the résumés shall correspond with the titles used in the organization chart (see 6.4.1) and in Section 6.6 Method of Billing. Please limit résumés for individuals to one page or less.

## **6.5 Assignment Management and Coordination Plan**

### **6.5.1 Assignment Management**

The Respondent shall detail to the District how the Respondent proposes to manage the work and interface with the District's staff. The Assignment Management Plan shall consist of Respondent's proposal for managing and controlling the work to be performed under this contract accomplishing the Scope of Services set forth in Section 4.0 of this RFP. The Assignment Management and Coordination Plan must describe Respondent's approach to completing assigned tasks, how Respondent intends to meet the demands of the assignments. Please specify the services to be completed directly by Respondent and those that may be subcontracted.

### **6.5.2 Multiple or Remote Offices Cost Control**

Should the Respondent or portions of the Project Team be located outside of Vermont, or should the Legal Team propose to utilize personnel from more than one office location, describe how coordination, travel, document transfer, etc., will be managed and detail costs the District will incur because of the Legal Team configuration proposed.

### **6.5.3 Evening Meetings**

From time to time, the District is required to participate in public meetings. Participation in these meeting may be required by the selected Respondent, albeit infrequently. Should the Respondent

propose to utilize personnel from out-of-state offices, please describe how coordination, travel, etc., shall be managed and note what additional costs the District will incur because of the participation in these meetings.

## **6.6 Method of Billing**

Assignments shall be billed as agreed to by the successful Respondents and the District. The District's standard payable cycle is net 30 of receipt of the itemized invoice. To simplify billing procedures, the Respondent shall propose fixed standard rates; such fixed rates shall include direct and indirect costs. To facilitate the review, the Respondent shall provide a single table, organized by proposed practice areas showing individual(s) for which a résumé has been provided, and the fully burdened billing rate, i.e. hourly rate (based on overhead rate and proposed profit margin) for each individual.

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. This includes, but is not limited to: reimbursement for subconsultants, health and safety supplies, mileage, lodging, meals, etc. The Respondent shall list out what types of incidentals, for those not specifically listed, they typically request reimbursement on project invoices.

### **6.6.1 Proposed Cost Estimate**

Respondents must provide prices as detailed as possible showing hourly billing rates for key personnel, hours estimated, and all other incidentals. The District's preferred payment structure is an hourly fee for service, however Respondents may propose a retainer-based structure for consideration.

## **6.7 Appendices**

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

## **7.0 PROFESSIONAL SERVICES CONFLICTS OF INTEREST**

### **7.1 Public Domain**

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.

### **7.2 Known or Potential Conflicts**

- Provide a statement that the firm/attorneys have no conflicting financial or professional interests with representing the Chittenden Solid Waste District.
- List all public-sector clients for which the firm currently provides services or are under retainer.

- If a conflict of interest were to arise during the contract term, provide a list of attorneys that your firm would recommend being used as an alternate counsel.

### **7.3 Additional Items to Address**

- Describe the level of coverage for malpractice insurance your firm carries. Provide documentation of the malpractice insurance coverage.
- Within the last five (5) years has your firm, officers, partners, employees, or principals been a party in any litigation or other legal proceedings as a defendant relating to the services provided by your firm? If so, provide an explanation and indicate the status or disposition.
- State whether the firm, its officers, partners, principals, agents, or employees, that are expected to perform services under this RFP, have been disciplined, admonished, warned, or had any license, registration, charter, certification, or any similar authorization to engage in the legal profession suspended or revoked for any reason.
- Has the firm been in bankruptcy, reorganization or receivership in last five (5) years? If so, please explain status.
- Has the firm been disqualified or terminated by any public agency or Town? If so, please explain under what circumstances this disqualification or termination occurred.

### **8.0 RFP QUESTIONS**

Any questions concerning the Scope of Services must be received in written form and will be accepted until 4:00 P.M. Wednesday, February 14, 2020. Written questions may be transmitted by mail or by **e-mail (sreeves@cswd.net)**; however, the District will not be responsible for information that is not received, and it is Respondent's responsibility to confirm our receipt of the questions. Please note that questions will not be answered over the telephone.

All written questions should be addressed to:

Sarah Reeves, Executive Director  
Chittenden Solid Waste District  
1021 Redmond Road  
Williston, VT 05495

Written responses to all substantive questions will be forwarded to all prospective Respondents in advance of the submittal deadline.

### **9.0 EVALUATION AND SELECTION PROCESS**

#### **9.1 EVALUATION CRITERIA**

The following factors will be considered by the Evaluation Committee in developing a shortlist of firms. Although some factors are more important than others, all factors are considered necessary:

Experience of Firm:	30% weight
Experience and Availability of Key Staff:	20% weight
Quality of Response:	30% weight
Fee Proposal:	20% weight

## **9.2 INTERVIEWS**

Based on the evaluation, the District may choose to shortlist firms for interviews. Shortlisted firms will be invited to provide brief presentations at the District's offices at 1021 Redmond Road, Williston, VT. The Evaluation Committee reserves the right to make a recommendation for contract award based on the interview or to forego the interview process and make the recommendation directly from the evaluation of the written Proposals. Final selection will be made by either the District's Board of Commissioners or the Executive Director, in accordance with District procurement policies.

## **9.3 NEGOTIATION OF CONTRACT**

Following selection of the preferred Respondents, the District will seek to negotiate a contract for performance of this work with the Respondent.

The Respondent's proposal should be developed in sufficient detail so that it can serve as an attachment in any resulting contract.

If the District is unable to negotiate a satisfactory contract with the preferred Respondent within a reasonable time frame, the District reserves the right to negotiate with any or all the other Respondents 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.

## **10.0 TERMS AND AGREEMENTS**

### **10.1 DISTRICT RIGHTS**

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

- To withdraw this RFP at any time;
- To reject any and all Proposals or Respondents;
- 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 District's sole discretion;
- To postpone award of the contract;

- To accept the Proposal that the District finds to be the most advantageous and/or beneficial to the District;
- 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 Respondents to send representatives to Williston, Vermont for interviews at their 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.

#### **10.2 TERM OF CONTRACT**

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

The term of the contract will be for a period of three years starting on or about May 1, 2020 and terminating April 30, 2023, with the option for two (2) one-year extensions under the same terms and conditions of the original contract.

#### **10.3 EQUAL OPPORTUNITY COMPLIANCE**

The selected firm must agree to abide by all applicable Vermont State Minority Hiring laws, Equal Opportunity Employment Rules and Regulations, and Executive Orders 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.

#### **10.4 MINORITY BUSINESS ENTERPRISE**

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

#### **10.5 HANDICAPPED**

The selected firm 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 Consultant in breach and take any necessary legal recourse, including termination or cancellation of the contract.

## **10.6 SUBCONTRACTORS**

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

## **10.9 RELATIONSHIP AS INDEPENDENT CONTRACTOR**

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

## **10.10 CONTRACT CONFLICT OF INTEREST**

A Respondent 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 Respondent; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Respondent for the same call for Proposals; and, the Respondent is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

## **10.11 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.

## **10.12 TERMINATION**

- If the Firm 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.
- The District reserves the right to terminate the contract without cause at any time by giving the Firm twenty (20) business days' written notice. The Firm shall be entitled to reasonable compensation for any services rendered prior to the date of termination subject to damages the District may have suffered due to breach of contract. Any finished or unfinished work prepared on behalf of the District shall become the property of the District.
- Any resulting contract may be considered null and void if the Firm deliberately mis-represented facts or provided false information in the Proposal.

## **10.13 BILLING PROCEDURES**

Final billing procedures shall be negotiated prior to the execution of the contract. Invoices should be addressed to the District's Executive Director, and minimally will contain the Firm's name, address and phone number; date; and a work order summary including assignment name, the name of the attorney



or staff who performed the work, hours utilized per assignment, and amount billed. 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.

#### **10.14 INSURANCE**

The Firm, prior to contract execution, will be required to submit a valid, currently dated Certificate of Insurance satisfactory to the District as evidence that the Firm 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; and
- 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 Firm 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 may 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 firm can demonstrate an acceptable alternative method of preventing transferal of insurable risk to the District or of eliminating such risk.