



ADMINISTRATIVE OFFICE
1021 Redmond Road
Williston, VT 05495

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TO: All Interested Parties
FROM: Josh Tyler
RE: RFP No. 20210205 Organics Diversion Facility Modifications: Site Design Services
DATE: February 5, 2021

Attached please find Request for Proposals (RFP) No. 20210205, issued by the Chittenden Solid Waste District (the District, CSWD), for the provision of a Civil Site Assessment for our Organics Diversion Facility located at 1042 Redmond Road in Williston, Vermont.

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 to Tim Shea, Project Manager, no later than **11:00 A.M. on Friday, February 19, 2021**. Email is the preferred format for submitted questions, please direct to tshea@cswd.net.

Proposals are to be received at the District's office at 1021 Redmond Road, Williston, VT 05495, no later than **3:00 P.M. on Friday, March 5, 2021**.

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 "**RFP No. 20210205 Organics Diversion Facility Modifications: Site Design 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 PROPOSALS NO. 20210205
FOR
ORGANICS DIVERSION FACILITY MODIFICATIONS: SITE DESIGN SERVICES

February 5, 2021

Issued By:

CHITTENDEN SOLID WASTE DISTRICT

1021 Redmond Road

Williston, VT 05495

802/872-8100 (phone)

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REQUEST FOR PROPOSALS NO. 20210205

FOR

ORGANICS DIVERSION FACILITY MODIFICATIONS: SITE DESIGN SERVICES

1.0 INTRODUCTION

The Chittenden Solid Waste District (the District, CSWD) invites interested engineering firms to submit proposals to provide site design services and develop construction documents for the modifications of our Organics Diversion Facility (ODF) at 1042 Redmond Road, Williston, Vermont. The District is looking to improve the approach of traffic off Redmond Road onto the site, change the site layout, construct a scale house, install a new commercial scale, and develop a wood waste depot, see **Attachment A: Preliminary site plan**.

These services shall include, but not be limited to, permitting requirements to include wetlands analysis, survey for existing conditions, preliminary conceptual design, site design and cost estimate, and final design with construction documents for contractor bidding. Respondents must submit a Proposal containing their Qualifications, Estimated Hours, and Rates. The Respondent's Proposal must be organized according to the outline set forth in **Section 5.0 PROPOSAL INSTRUCTIONS** of this RFP.

Engineering firms responding to this RFP must meet the following requirements:

- Be led by a licensed Professional Engineer in the State of Vermont,
- Assign a lead project manager that has a minimum of 5 years of experience in similar projects and is a licensed Professional Engineer in the State of Vermont.
- Demonstrate experience with public sector entities and solid waste entities.
- Be able to provide all the services listed in this RFP, either within the firm or by using a sub-consultant.

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 eighteen communities with a combined population of 166,868. 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: Green Mountain Compost/ODF, 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 also maintains and monitors three closed landfills in Williston. The District also owns its 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 SCOPE OF SERVICES

General Description: The District is looking to perform facility modifications at the CSWD Organics Diversion Facility (ODF) to improve the approach of traffic off Redmond Road onto the site, change the site layout, construct a scale house, install a new commercial scale, and develop a wood waste depot.

Transfer of Records: It is the intent of the District that the work be conducted in a manner that maximizes the District's flexibility regarding follow-up studies or design related efforts. All records (project reports, meeting notes, field data, project data, data files, original tracings, maps, field sketches, lab reports, design calculations, graphic originals, electronic files, etc.) generated shall be the property of the District and shall be turned over to the District upon completion or as directed. All deliverables shall be required to be delivered to the District in hardcopy and electronic (original software and PDF) format.

Task #1: Conceptual Site Design and Cost Estimate

- The outcome is a preferred conceptual design based on overlay analysis and review of facility needs. This plan will be used to start discussion with local and state officials.
- Meet with District to discuss short-term and long-term needs at the ODF.
- Review existing layout including structure and utility locations and customer and operational circulation.

- Provide and overlay analysis of the site using GIS to include available natural and other resource data (VT ANR Atlas, Williston Constraint Maps, existing CSWD data)
- Identify and evaluate site access and circulation conditions including potential traffic congestion or traffic safety issues on new approach configuration (Traffic assessment shall include contact with the Chittenden County Regional Planning Commission).
- Provide cost estimate for the extension of municipal water to the facility include alternative funding option from the Vermont Clean Water State Revolving Fund (VTCWSRF).
- Evaluate design alternatives in the context of environmental constraints, required utility services (process water, drinking water, wastewater and stormwater), vehicular and pedestrian circulation and the relationship of the project to surrounding land issues, removal of existing structures and onsite lagoon.
- Provide a conceptual plan based on Task 1 and in consultation with District staff.
- Propose project phasing scheduling to minimize disruptions to ongoing operations at the ODF.

Task #2: Site Design Development

- The Outcome is a revised project cost estimate and plan set to be used for permitting.
- Define the scope of the project that will move ahead for permitting and construction.
- Refine the plan as necessary to accommodate chosen design criteria (scale, scale house, site approach, wood waste depot).
- Finalize design plan set to include:
 - Site plans for structures and other improved areas
 - Preliminary site grading to include preliminary cut fill needs
 - Utility site plans to include stormwater, water and wastewater and electric
 - Building elevations, facades, materials
 - Lighting, landscaping, signage
 - Develop site parking plan
- Review permitting requirements with District staff
- Prepare and submit Agency of Natural Resources and Act 250 permits. Provide support to District staff in obtaining local land use permits as needed.
- Review preliminary cost estimate and revise as necessary for each project component
- Develop a construction timeline

Task #3: Construction Plans

- The outcome is a detailed set of construction plans and construction bid documents
- Finalize construction plans based on Task #1 and Task #2 data
- Finalize construction schedule, phasing and logistics plan
- Post construction follow up; finalize any permit requirements after construction activities have been completed.

Deliverables:

- 3-full size paper plan sets and equivalent electronic copies, design and construction
- Electronic Construction Bid Documents
- GIS shape files created as part of this site expansion
- As-built drawings and AutoCAD files upon completion

Assumptions:

- CSWD to provide layout expectations, scale house space needs, equipment and vehicular access requirements, utility service demands and other site development criteria
- Presentations or other coordination/ regulatory meetings not included
- The consultant’s contract and commencement of work to begin March 5, 2021.

Assessment Schedule for Task Completion Dates:

- Task #1 shall be completed no later than April 16th
- Task #2 shall be completed no later than May 28th
- Task #3 shall be completed no later than September 1st

4.0 PROCUREMENT SCHEDULE

RFP Issuance:	Friday, February 5, 2021
Deadline for Receipt of Additional Questions:	11:00 A.M. Friday, February 19, 2021
Proposals Due:	3:00 P.M. Friday, February 26, 2021
Contract Signed:	March 5, 2021

An Evaluation Committee comprised of District staff will evaluate the Proposals and recommend Respondents for selection within approximately five (5) days following receipt of Proposals. All Respondents will be notified by email of the outcome of the selection process.

5.0 PROPOSAL INSTRUCTIONS

Two (2) copies of the written Proposal must be delivered to the District no later than 3:00 P.M. on February 26, 2021¹. 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. 20210205 Organics Diversion Facility Modifications: Site Design Services**. No blame shall be attached to any District employee for opening any Proposal not so marked. Proposals should be addressed to:

Josh Tyler, Director of Operations
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.

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 CSWD Director of Operations 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 CSWD Director of Operations not later than ten (10) days prior to the date set for proposals to close.

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. Experience of the Firm (Qualifications & Understanding of CSWD Needs)
- IV. Key Staff, Experiences and Availability
- V. Proposed Cost/Schedule Proposal
- VI. Appendices (if needed)

¹ *In keeping with the District's policies promoting source reduction and recycling, we suggest that all pages be duplex printed on recycled paper.*

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.

5.1 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.

5.2 Introduction

This section of the Proposal should contain a summary of the history of the firm, highlighting the size of the firm, the general experience of the firm and the firm's staff, and the location of the office from which the work on this engagement is to be performed.

5.3 Experience of the Firm

This section of the Proposal shall provide a statement of qualifications detailing the Firm's qualifications and past project experience in performing the types of services identified in or anticipated from the description of activities identified in Section 3.0 SCOPE OF SERVICES. This section should also detail the Respondent's understanding of the District's needs as described in Section 3.0 SCOPE OF SERVICES. Demonstration of work performed for municipalities and other solid waste entities will be viewed favorably during the review process.

5.4 Key Staff, Experiences and Availability

This section should thoroughly describe the approach and staffing for the services identified in or anticipated from the description of activities identified in Section 3.0 SCOPE OF SERVICES. Demonstration of work performed for municipalities and other solid waste entities will be viewed favorably during the review process.

5.4.1 Team Overview

Provide an overview proposed team to be assigned to the project and its qualifications. Respondents must demonstrate the experience and qualifications of personnel assigned and committed to the

project. This should include the person responsible for managing the project and the availability of the Project Manager and all team members during the anticipated project schedule. Specifically address the experience of the team in working with municipalities or municipal instrumentalities. Respondents are to provide the following:

- A list of personnel who will be assigned and committed to the project team, along with the organizational structure of the group. Descriptions of regional managers, office managers, marketing people, etc., is specifically not requested. The District's evaluation will be based strictly upon the project staff.

5.4.2 Subconsultants

The Respondent shall identify any proposed subconsultants that may be needed to round out the design 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. 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.

5.5 Proposed Cost/Schedule Proposal

Respondents must provide an estimate of hours required to provide the services for the Tasks as described in Section 3.0 SCOPE OF SERVICES. Respondent may break each task into as many subtasks as they deem necessary, but the estimate must follow the Tasks as described in Section 3.0 SCOPE OF SERVICES. For each task/subtask, the Respondent shall apply a list of personnel by billing category (i.e. Project Manager, Project Engineer, Technician.....) and prices showing hourly billing rates for key personnel, hours estimated, and all other incidentals. The District's preferred contract payment structure is an hourly fee for service with a **not-to-exceed maximum limit**.

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.

The Consultant will include as part of their bid, the proposed schedule for each task in number of working days from issue of contract, assuming that the consultant's contract and commencement of work to begin March 8, 2021. The Consultants proposed schedule shall adhere to the Assessment Schedule for Task Completion Dates identified in Section 3.0 SCOPE OF SERVICES.

5.6 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.

6.0 RFP QUESTIONS

Any questions concerning the Scope of Services must be received in written form and will be accepted until 11:00 A.M. on Friday, February 19, 2021. Written questions may be transmitted by mail or by e-mail: **tshea@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 and that email is the preferred submission format.

All written questions should be addressed to:

Tim Shea, Project Manager
tshea@cswd.net
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.

7.0 EVALUATION AND SELECTION PROCESS

7.1 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 and Key Staff:	20% weight
Understanding of the Scope of Services and Quality of Response:	30% weight
Project Cost Proposal:	50% weight

7.2 SELECTION PROCESS

The Evaluation Committee reserves the right to make a recommendation for contract award based on the evaluation criteria and make the recommendation directly from the evaluation of the written Proposals. Final selection will be made by the Executive Director, in accordance with District procurement policies.

7.3 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.

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.

8.0 TERMS AND AGREEMENTS

8.1 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.

8.2 CONTRACT

The contract which may result from this RFP will be a professional services agreement, with payment by task for time and expenses with a not-to-exceed limit.

The term of the contract with design submittal milestones will be negotiated prior to the execution of the contract.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 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 ten (10) 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.

8.11 BILLING PROCEDURES

Final billing procedures shall be negotiated prior to the execution of the contract. Invoices minimally will contain the Firm's name, address and phone number; date; and a task/work order description including task name, Employee/Subconsultant hours utilized per task, 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. 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.

8.12 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.

