

REQUEST FOR PROPOSALS

FOR

**THE UPDATING OF THE CITY OF LIVINGSTON &
PARK COUNTY MONTANA SOLID WASTE
MANAGEMENT PLAN PREPARED BY ZIA
ENGINEERING & ENVIRONMENTAL
CONSULTANTS, LLC**

RFP # ___ - ___ - 2010

November , 2010

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**SCHEDULE OF EVENTS FOR
REQUESTS FOR PROPOSALS**

<u>Event</u>	<u>Date</u>
RFP Released	December 3, 2010
Deadline for Receipt of Written Responder Inquires	December 22, 2010
Written Responses to Responders Distributed	December 28, 2010
Proposal Due Date	January 3, 2011

NOTICE

From the issuance date of this Request for Proposals until a consultant is selected and the selection is announced, Responders are not allowed to communicate with any Park County staff members or officials regarding this procurement, except in writing submitted to Denise Nelson at the address below. Any unauthorized contact may disqualify the Responder from consideration.

Contracts Officer: Denise Nelson, Clerk and Recorder
Telephone Number 406-222-4110

SECTION 1

INTRODUCTION

Park County, Montana (“County”) requested proposals in 2005 to obtain a professional licensed engineer to evaluate and determine the best long term solid waste management plan for the City of Livingston and Park County. Zia Engineering & Environmental Consultants, LLC, completed a solid waste management plan in September of 2006 titled City of Livingston & Park County Montana Solid Waste Management Plan (“Zia Report”). The County is now looking to update the report to provide a current assessment of solid waste in Park County, determine whether incineration is an economically feasible solution, and to provide a long term solution based upon this assessment.

Park County, Montana (County) is requesting proposals (RFP) from professional licensed consultants to prepare a report which will allow the County and taxpayers to fully and effectively evaluate the solutions to managing solid waste in Park County on a long term basis.

The County currently has a transfer station in place. The County compacts its refuse into bottles which are loaded onto railcars and transported to a landfill in Helena. The County contracts with Envirocon, Inc. to transport the County’s Class II waste by rail and to dispose of it at the Valley View Landfill in Helena, Montana. Envirocon, Inc. charges Park County transportation and disposal charge of \$46.32/ton, subject to increase.

In addition, Park County has operated a landfill in the community since 1977. The landfill encompasses fourteen acres; three acres are classified to accommodate Class IV waste and eleven acres are classified to accommodate specific types of Class II waste. As a result of Sundling v. Park County in 1980, the landfill cannot accept Class II Blowables. Initially, in DATE, Park County constructed an incinerator to burn its waste after the Park County taxpayers approved the issuing of a bond to pay for the incinerator. The incinerator operated until April of 2005, when it was closed as it no longer complied with federal air emission standards. Park County determined that it was not feasible to bring the existing incinerator into compliance and it was dismantled. The incinerator facility was then converted into a transfer station. Therefore, Park County contracted with Envirocon, Inc. to transport refuse because the county landfill cannot accept all types of Class II waste per a settlement agreement. Park County also provides recycling roll-off boxes in various locations throughout Park County. The roll-off boxes can take all recyclables with the exception of glass.

The City of Livingston operates a transfer station for its solid waste collection system. The City entered into a ten (10) year contract with Montana Waste Systems of Great Falls in DATE to haul the City’s waste for Thirty-Nine Dollars (\$39.00) a ton. The City operates side-loading refuse trucks to collect residential and commercial garbage from allies. These trucks are designed to be driven and operated by one (1) employee. The

Comment [cl1]: Add language further defining what the “Goal” is: Allow county government and taxpayers to fully and effectively evaluate systems of solid waste disposal which will meet regulatory standards for the foreseeable future and which provide taxpayers/consumers with reasonable predictable and stable rates for the disposal of solid waste.

Comment [cl2]: So the consultant knows how long the contract has been operational and when the contract may be renewed or renegotiated.

City charges Fifty-Three Dollar (\$53.00) per ton to cover its expenses of operating and paying off the debt for the transfer station, waste hauling contract and other administrative/departmental expenses. Additionally, the City provides recycling services.

SECTION 2

SCOPE OF THE PROJECT

2.0 The following is a list of the minimum work required under this RFP. Additional tasks and work elements may be added during contract negotiations. It is also possible that tasks or elements could be deleted through consultation. The successful Responder will be required to complete all work under the contract by no later than eight months from the signing of a contract with the County or within the time frame agreed to once the contract is negotiated.

2.1 The purpose of updating the Zia Report is to provide the Park County Commission and the public with current information, regulatory standards and long term feasibility concerning solid waste solutions for Park County. Additionally, the updated report will provide analysis of the possible solid waste solutions that will assist the Park County Commission in making its decision concerning what is best solution for Park County.

2.2 The Scope of the Project includes:

2.2.1 Update the 2006 Zia Report. This includes:

- a) updating all figures concerning costs of current solid waste management for the County and the City of Livingston;
- b) updating information concerning the current solid waste management operations of the County and the City of Livingston;
- c) updating nearby entities' desire to haul their solid waste to a prospective incinerator located in Park County;
- d) updating predicted growth rates; and
- e) updating analysis of all current and alternative waste management practices with respect to, but not limited to, the following factors: environmental impact, short and long term cost effectiveness, recycling and other waste stream reduction measures, and convenience for users; and
- f) updating the existing solid waste management practices section.

2.2.2 Providing an analysis of the possibility of incineration option for solid waste management. This will include a cost benefit analysis of long-term operating incomes and costs of incineration for both a new incinerator and one with co-generational capability. Additionally, this analysis should include the possibility of operation with solid waste from outlying entities, such as Meagher County, Sweet Grass County, Gallatin County, and Yellowstone National Park.

- 2.2.3 Full evaluation of EPA regulations concerning incinerator and landfill operation (including EPA regulations in all stages of EPA's Rulemaking Gateway);
- 2.2.4 Analyze the economic feasibility of operating compactor units at green box sites throughout Park County;
- 2.2.5 Analyze the economic feasibility of the County participating in the City of Livingston's current solid waste operation;
- 2.2.6 Solicitation of public comment through a written comment period;
- 2.2.7 Provide recommendations regarding the preferred option for a long-term solid waste solutions for Park County based upon the considerations above ;
- 2.2.8 Preparation of draft report;
- 2.2.9 Review of draft report with the County; and
- 2.2.10 Preparation and presentation of the final report, including one presentation to the public.

2.3 Cost of Proposal

Responder shall provide an estimated cost of completing the scope of work. The cost should be a reasonable estimate with the knowledge the County may choose to add or delete elements set forth above in the scope of work. Additionally, cost will be only one factor in determining who will be award the contract based upon the percentages set forth in Section 4.

2.4 Timeline

The report shall be completed within eight months of signing a contract with Park County.

SECTION 3

PROPOSAL REQUIREMENTS

3.0 Request for Proposal Standard Information

This RFP is issued in accordance with Section 18-4-303, of the Montana Code Annotated (MCA) and the Administrative Rules of Montana (ARM) ARM 2.5.602.

3.1 Late Proposals

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from consideration. It shall be the Responder's sole risk to assure

delivery at the Park County Clerk and Recorder's office at 414 East Callender Street, Livingston, Montana by the time designated in this RFP. Late proposals will not be opened and may either be returned to the Responder at the expense of the Responder or destroyed by the City and County if the Responder requests the City and County to do so.

3.2 Initial Classification of Proposals

All proposals will be initially classified as being "responsive" or "non-responsive" in accordance with ARM 2.5.602. If a given proposal is found to be non-responsive, it will not be considered further.

3.3 Completeness

Submitted proposals must be complete at the time of submission and may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested in the RFP.

3.4 Discussion/Negotiation

Although proposals may be accepted and a contract awarded without discussion, the County may initiate discussions with one or more Responders should clarification or negotiation be necessary. Responders should be prepared to send personnel to Livingston, Montana, qualified and authorized to discuss technical and contractual aspects of the proposal.

3.5 Preparing a Proposed Response to this RFP

This RFP contains the full instructions governing the proposals to be submitted and a description of the requirements that shall be fulfilled in such a proposal. To be considered for evaluation, a proposal must meet all stated requirements of this RFP. Compliance of a proposal shall be determined by the County Commission or their designated agents. Proposals that do not meet the stated requirements listed in the RFP shall be deemed as non-responsive. Proposals shall be complete in addressing all the information sought and in the order requested by the RFP.

3.5.1 Responders shall promptly notify the County of any ambiguity, inconsistency or error, which they discover upon examination of the RFP.

3.5.2 Responders requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to the County before the deadline listed in the Schedule of Events. All written correspondence must be addressed to:

Questions for RFP # ___ - ___ - 2010
Park County Clerk and Recorder
414 East Callender Street

Livingston, MT 59047
Telephone: 406-222-4106

Responders submitting written questions must clearly address each question by reference to a specific section, page and item in this RFP. **An official written answer will be mailed to each Responder on all written questions received on or before 4:00 PM MST December 22, 2010.** Written questions received after that time may not be considered or answered. Responses to written questions will be mailed to all Responders by the County on or before December 28, 2010.

3.5.3 Any interpretation, correction or change to this RFP will be made by written Addendum issued by the County. Any and all verbal interpretations, corrections or changes shall not be part of this RFP. Prospective Responders are cautioned not to request any such information in any way other than that provided herein.

3.5.4 The County and only the County will issue any necessary written Addenda.

3.5.5 Responders shall organize their proposals into sections following the format of this RFP with tab markers separating each section.

If no exception, explanation or clarification is required by the Responder's response to a specific subsection, the Responder shall so indicate by the phrase, "Responder's Name, understands the requirement of this subsection and will comply in the conduct of the contract."

The County may choose to disqualify any proposal that does not follow the RFP format or is difficult to read or is missing any required information.

3.5.6 Responders may choose at their own option to submit more than one proposal. Should that occur, each proposal shall be an inclusive and complete document with each proposal evaluated separately on its own merits without reference to any other proposal submitted by that Responder.

3.6 Proposal Submission and Responder's Representations

Responders are required to submit one original and four copies of their proposal in accordance with the RFP to Denise Nelson, Clerk and Recorder for Park County, 414 East Callender Street, Livingston, Montana, 59047.

3.6.1 The Responder shall represent that their proposal is based on an understanding of the specifications and requirements as described by this RFP.

3.6.2 The Responder shall submit a proposed work plan by phase, indicating tasks to be accomplished, work schedule, and Responder personnel/subcontractors expected to perform each major task element.

3.6.3 Qualifications of key individuals to be assigned to this project, their availability during the relevant time periods, and their recent experience on similar projects shall be contained with the Responder's proposal.

3.6.4 The Responder shall detail how it will manage the written public participation requirement.

3.6.5 The Responder shall provide references for four (4) instances of similar work performed by the Responder within the last five years, and two examples of work produced under similar contracts (examples produced on projects utilizing the key personnel identified for this RFP are preferred).

3.6.6 The Responder shall provide an outline and discussion of the analysis methodology to be used.

3.6.7 The Responder shall provide an explanation of its firm is uniquely qualified to perform this study.

3.6.8 Costs incurred for developing and delivering the Responder's proposal in response to this RFP and any subsequent presentations as may be requested by the County are solely the responsibility of the Responder. The County is not liable for any expense incurred by the Responder in the preparation and presentation of their proposal.

3.6.9 All proposals and associated documentation become the property of the County. The County may choose to incorporate the applicable Proposal into any subsequent resulting Contract.

3.6.10 The proposal original shall be signed in ink by an officer of the submitting Responder duly and currently authorized to legally bind the Company submitting the proposal.

3.6.11 All proposals shall be fully valid and not subject to change for 90 days following the submission date. Any Best and Final price proposal that the County may choose to request shall itself be fully valid for a further 90 days following submission.

3.7 Best and Final Offer –

The "Best and Final Offer" is an option available to the County under the RFP process which permits the County to request a "Best and Final Offer" from one or more Responders. Responders may be contacted asking that they submit their Best and Final Offer, which must include the discussed and/or negotiated changes.

3.8 Award of Subsequent Contract

Should the County choose to make a contract award under the terms of this RFP, such award of contract shall be made to the lowest and most responsive Responder to this RFP as set forth in the evaluation process in Section 4.

3.9 Responder Interview

After receipt of Proposals in response to this RFP and prior to any contract award, Responders may be required to make an oral presentation in Livingston, Montana to clarify their proposed responses or to further clarify their offer. Oral presentations shall be at the Responder's expense.

3.10 Subcontractors

The successful Responder shall be the prime contractor and shall be responsible for all work performed on the Contract either by the Prime Contractor or any subcontractor. The County shall give direction to the Prime Contractor on all matters and only the Prime Contractor. Direction to any subcontractor is the responsibility of the Prime Contractor. The Prime Contractor shall make clear in any subcontract that there exists no contractual relationship between that subcontractor and the County. Subcontractors that the Responder intends to use in the conduct of any subsequent contract issued by the County must be listed and the County reserves the right to approve or disapprove any subcontractor the Responder lists and uses.

SECTION 4

EVALUATION CRITERIA

4.0 Contractor Selection Committee

The County will designate a Contractor Selection Committee to evaluate and rank all proposals to this RFP. The proposals shall be separated into responsive and non-responsive proposals. Non-responsive proposals will be eliminated from further consideration.

4.1 Evaluation

The Contractor Selection Committee will evaluate the RFPs on the written proposals submitted and, at the discretion of the committee, on interviews with those Responders who appear to be particularly well qualified based on their RFP.

4.2 Ranking Criteria

The evaluation and ranking of Responders will be based on the following factors, which will be weighed as shown:

- 4.2.1 Responder's demonstrated knowledge/understanding of the goals of this project. (20%)
- 4.2.2 Responsiveness and quality of Responder's work plan. Does the work plan show that the Responder has the ability and will commit sufficient resources to accomplish the required analyses, coordinate analyses with County staff, and produce a quality study document? (30%)
- 4.2.3 Adequacy and feasibility of Responder's public participation plan. Will it inform the community of the study process and issues, provide adequate opportunities for written comment, factor public concerns into the development of the study, and provide documentation of input received and how that input was utilized in the study? (10%)
- 4.2.4 Qualifications and availability of the key personnel and subcontractors identified in the work plan. Availability of adequate support staff and material resources. (10%)
- 4.2.5 Responder's record for fulfilling the requirements of similar projects to the satisfaction of the contracting entity, and for accomplishing such projects on schedule and within budget. (25%)
- 4.2.6 Estimated Cost (5%)

4.3 Commission Approval

The Responder rankings assigned by the Contractor Selection Committee will be subject to the approval of the County Commission as a whole. Upon approval, negotiations will commence with the highest ranked Responder. The contract will be awarded upon reaching an agreement on a final work plan and price. If an appropriate agreement cannot be reached with the highest ranked Responder, the second ranked Responder will be approached, and so on.

SECTION 5

ADDITIONAL INFORMATION AND CONDITIONS

5.0 Terms and Conditions of the Proposals and Subsequent Contract

The following Terms and Conditions apply to this RFP and to any subsequent contracts:

PERMITS, LICENSES AND TAXES. The successful Responder shall obtain and assume the cost of all Federal, State and County permits, licenses and taxes required for this proposal.

PERFORMANCE BOND. Immediately upon execution of a contract, the successful Responder shall furnish, and at all times during the term of the contract, the successful Responder shall maintain, a corporate surety bond for ten percent (10%) of the annual Contract value, that guarantees compensation to the County in the event that it must assume the obligations and/or duties of the successful Responder, should the Responder be deemed to be unable to continue to perform the Services, as defined by the Contract.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Montana. Attorneys-in-fact who sign Performance Bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the company, evidencing such agent's authority to execute the bond.

The Contract shall be subject to termination by the County at any time, if said bond shall be canceled or the surety thereon relieved from liability for any reason. A notice of bond cancellation must be served upon the County by the Responder at least thirty (30) days prior to the effective date of said cancellation. The Contract will not be terminated if, within thirty (30) days of such notice, the successful Responder files with the County, a similar bond to be effective for the balance of the Contract period.

The Performance Bond in the amount of ten percent (10%) of the Responder's proposed total aggregate prices shall be provided to the County in original form. Facsimile, electronic or photocopies of these security documents are not acceptable to the County.

As a part of the Contract Award process, the County will issue a Request for Documents Notice and the successful Responder shall be obligated to provide the Performance Bond in the form of a Bond provided by a surety company, United States currency, an irrevocable letter of credit or other form that shall be approved by the County prior to the submission to the County.

INSURANCE. Prior to the start of work the successful Responder shall provide proof of a Comprehensive General Liability insurance, Errors and Omissions Insurance and Automobile Liability Insurance with limits of not less than \$1,500,000 per occurrence.

WORKERS COMPENSATION INSURANCE AND PREVAILING WAGE STANDARDS. The successful Responder shall provide worker's compensation insurance coverage to its employees. The successful Responder shall comply with all prevailing wage standards, including the Davis-Bacon Act.

EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION. The successful Responder shall comply with all applicable federal laws regarding Equal Employment, Nondiscrimination and the Americans with Disabilities Act,

including Title VI and Title VII of the Civil Rights Act. The successful Responder shall also comply with the Montana Governmental Code of Fair Practices.

VENUE. In the event of litigation, venue shall be in the Sixth Judicial district in Park County, Montana, and the laws of the State of Montana shall apply.

5.1. Receipt of Proposals and Public Inspection

Upon receipt of proposals, all marked trade secrets and company financial information will be removed from the proposals and provided only to the Contractor Selection Committee or persons participating in the contracting process. All remaining proposal materials will be made available for public inspection and copying shortly after the deadline for submission of proposals. In addition, all meetings of the evaluation committee are open to the public for observation.

5.2 Rights Reserved by the County

This RFP is not in any way a commitment to award a subsequent contract and the County may or may not choose to award a contract as a result of any response. During the conduct of this RFP activity and at its sole discretion, the County reserve the rights to:

- (a) waive any formality of the RFP process;
- (b) cancel or terminate this RFP;
- (c) reject any one or all proposals received in response to this RFP;
- (d) waive any provisions of this RFP that would not have significant impact on any specific proposed response to this RFP;
- (e) ~~not award or if awarded, terminate any contract on the grounds of a determination by the County that adequate budgeted funds to expend on a resulting contract were not available to the County.~~

Comment [c3]: Qualifier. "For failure to meet any of the requirements set forth herein." Concern: the arbitrary or capricious dismissal of a qualified response.

Comment [c4]: Given the accommodation made by PCCC, based on the County's representation of its concerns about funding the updated study, i.e. a reduction of attorney's fees of more than \$10,000.00 to allow the County to use those funds to pursue the updated report contemplated in the RFP, 5.2(e) should be eliminated. Failing to update the report would be a breach of the settlement agreement.

- End of RFP -