



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP) TO PROVIDE LOCAL SOLID WASTE MANAGEMENT PLANS WITH UPDATES FOR ERIE COUNTY'S TWO SOLID WASTE BOARDS

RFP #16SW11

March 30, 2016

**ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202**

COUNTY OF ERIE, NEW YORK

I. INTRODUCTION

The County of Erie, New York (the "County") is currently seeking Proposal Statements from qualified firms or independent contractors interested in updating the Local Solid Waste Management Plans (LSWMP) for the Northeast-Southtowns and Northwest Communities Solid Waste Management Boards. Proposers interested in responding are invited to review this request and submit materials noted.

It is Erie County's intent to select the best proposal that meets all the requirements for these LSWMP updates which conform to the format outlined by New York State.

The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with those that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

Issue RFP: March 30, 2016

Proposals Due: April 26, 2016

Tentative Contract Execution Date: June 6, 2016

B. GENERAL REQUIREMENTS

1. Firms interested in responding to this RFP shall immediately e-mail the County Contact noted in B(4) below. This will insure their inclusion on the responder list to receive future RFP information and question responses.
2. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation

3. One (1) original and three (3) copies shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected. Also the fee information must be submitted in a separate sealed envelope.
4. Submission of the proposals shall be directed to the County Contact below:

Thomas R. Hersey, Jr.
Deputy Commissioner
Department of Environment and Planning
Edward A. Rath County Office Building
95 Franklin Street, 10th Floor
Buffalo, NY 14202

All proposals must be delivered to the above office on or before April 25, 2016 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

5. Requests for clarification of this RFP must be submitted via e-mail to Gary Carrel at gary.carrel@erie.gov no later than 4:00 p.m. on April 14, 2016. Formal written responses will be distributed by the County on or before April 19, 2016. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
6. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
7. No proposal will be accepted from, nor any agreement awarded to, any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
8. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal. The Erie County goal for MBE/WBE participation is 15% – MBE and 5% – WBE participation.
9. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.
10. **All proposers submitting responses must include a cost proposal in a separate sealed envelope clearly labeled with the project name, proposer name, due date of proposal, Project name, and Cost Proposal.**

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

See Attachment A

IV. STATEMENT OF RIGHTS – UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;
- by submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;

- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline

V. EVALUATION

A review committee will be established to analyze and score the responses. It is anticipated that the committee will be comprised of a representative from the Erie County Department of Environment and Planning, both solid waste boards, and any interested community organizations/members.

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- The proposer's presentation at and the overall results of any interview conducted with the proposer.
- Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Evaluation of the proposer's fee submission. It should be noted that price is not the only consideration in selecting a recommended firm.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- MBE/WBE participation.
- An evaluation of the proposer's projected approach, timeline, and plans to meet the requirements of this RFP.
- The proposer's presentation at and the overall results of, any interview conducted with the proposer.

VI. MISCELLANEOUS

- Proposers MUST sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.

- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
- The quality of any past work the firm has had with Erie County.

VII. CONTRACT

After selection of the successful proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

The term of the contract shall end on November 1, 2016. The County, in its sole discretion, may extend the agreement beyond its initial term for up to one (1) additional one-year period at the same prices and conditions.

VIII. INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

“In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule “B”.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

IX. INTELLECTUAL PROPERTY RIGHTS

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

All deliverables created under this Agreement by the Consultant are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

X. NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

XI. CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie, or was a County employee or officer one year prior to the date of the RFP response. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

XII. COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

XIII. CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

- a) insert the following notice in the front of its proposal:

“NOTICE

The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

- b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " *** THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

XIV. EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

SCHEDULE "A"**PROPOSER CERTIFICATION**

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Erie for the required services. The undersigned agrees and understands that the County of Erie is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the County Attorney.

It is understood and agreed that the County of Erie reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Erie reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____
Name and Title

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS



County of Erie Standard Insurance Certificate

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
	PHONE (A/C No., Ext)	FAX A/C No.
	EMAIL ADDRESS	
	PRODUCER CUSTOMER ID #	
INSURED	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NY) <input type="checkbox"/> Y/N N/A If yes describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS: <input type="checkbox"/> OTH ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
County of Erie 95 Franklin St Buffalo NY, 14202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY: Name of County Dept. Requesting Certificate Environment and Planning
 Purchase Order or Contact Number _____
 Vendor Insurance Classification _____

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery or merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202."
 - B. Coverage must comply with all specifications of the contract.
 - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandies or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000						
Products Comp. Ops.	\$2,000,000						
Blanket Broad Form	Not Excluded or Limited		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual Liability							
Broad Form P.D.							
X.C.U.							
Liquor Law				INCLUDE			
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County To Be Named Add'l Insd. On	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contractss require excess Umbrella Liability limits of \$5,000,000.
- VI. Designated Construction Project General Aggregate Limit Per Location Endorsement CG 25 03 is Required.
- VII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- VIII. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- IX. Workers Compensation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.
Locations of operation shall be "All locations in Erie County, New York."

For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute. It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

- X. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

ATTACHMENT A: SCOPE OF SERVICES

Erie County, through its Purchasing Department, is interested in receiving proposals from qualified consulting firms to update two Local Solid Waste Management Plans (LSWMP) in accordance 6 NYCRR Part 360 for both the Northeast- Southtowns (NEST) and Northwest Communities (NWSWMB) Solid Waste Management Boards.

BACKGROUND:

New York State has created a sustainable materials management strategy in *Beyond Waste* which has set up an approach for solid waste management plans to be focused less on "end-of-the-pipe" waste management techniques and looking "upstream." More comprehensively, how materials that would otherwise become waste can be more sustainably managed through the State's economy. This shift is central to the State's ability to adapt to an age of growing pressure to reduce demand for energy, reduce dependence on disposal, minimize emission of greenhouse gases and create green jobs. NEST and the NWSWMB initial LSWMP were created in the early 2000s.

The Boards represent all municipalities in Erie County except the City of Buffalo. Erie County consists of 25 Towns, two (2) Cities (not including Buffalo), and 16 Villages. Using numbers from the 2010 census, the population is 660,300. The municipalities that are on each Board are as follows:

Northeast-Southtowns Solid Waste Management Board (NEST):

Towns: Alden, Aurora, Boston, Brant, Cheektowaga, Clarence, Colden, Collins, Concord, Eden, Elma, Evans, Hamburg, Holland, Lancaster, Marilla, Newstead, North Collins, Orchard Park, Sardinia, Wales, West Seneca

Villages: Akron, Alden Angola, Blasdell, Depew, East Aurora, Farnham, Gowanda, Hamburg, Lancaster, North Collins, Orchard Park, Sloan, Springville

Cities: Lackawanna

Northwest Communities Solid Waste Management Board (NWSWMB):

Towns: Amherst, Grand Island, Tonawanda,

Villages: Kenmore, Williamsville

City: Tonawanda

Each municipality handles solid waste collection, disposal and processing in any number of ways. These services are provided by municipal collection and disposal/recycle; contracting collection and disposal/recycling; a mix of municipal collection/disposal and contracted collection/disposal; subscription directly to residents; and transfer stations. The NWSWMB represents a primarily suburban population while NEST members also include all rural residents in the County.

SCOPE:

The following provides a general description of the primary tasks expected to be undertaken by the firm selected for this engagement. Responders need to expand on the general description, add tasks as they deem appropriate, and for each task included in the proposed scope of work, include the work product that will be prepared for submittal to ECDEP as well as number of copies. If maps are being prepared then their format needs to be noted in the response.

It is the intent of this RFP to include all tasks necessary to update the current LSWMP for each Board and it is to be developed, submitted, and accepted by NYSDEC.

A LSWMP must contain a viable solution to the planning unit's solid waste management needs. A LSWMP must:

1. Take into account the objectives of the State's solid waste management plan;

2. Provide for, or take into account, management of all solid waste within the planning unit; and
3. Embody sound principles of solid waste management, waste reduction, reuse, natural resources conservation, energy production, and employment creating opportunities.

At a minimum, the LSWMP updates will include:

Characterize the planning unit;

1. Characterize the solid waste stream to be managed;
2. Assess existing and alternate solid waste management programs and facilities;
3. Address comments and views expressed by concerned governmental, environmental, commercial and industrial interests, and the public on the waste reduction, recycling, reuse, and disposal alternatives;
4. Describe the management plan and systems to be implemented for each of the various waste streams;
5. Identify the parties with responsibility to implement each element of the plan and the steps which must be undertaken by each;
6. Set forth a timetable for implementing the plan;
7. Describe the participation in the preparation of the plan of each municipality which has chosen to participate in such preparation; and

In addition, the consultant is expected to:

1. Collaborate with NYSDEC, the County, the Boards and other involved agencies to present an acceptable plan for the future of solid waste management.
2. Provide estimates of the LSWMP components implementation costs.
3. Coordinate all meetings as necessary.
4. The County will directly print, duplicate, and bind documents for this project. Documents will be provided in agreed-upon format.
5. Establish a time frame for completion that is acceptable to NYSDEC.

This outline includes all elements of a LSWMP included in 6 NYCRR Subpart 360-15 and Section 360-1.9(f) and offers one potential guideline to follow for final document:

Planning Unit Description

Size, location, population
 Planning Unit members
 Seasonal variations and unique circumstances
 Lists, maps or tables
 Membership changes

Solid Waste Quantity and Types (including recyclables)

Construction & Demolition (C&D) Debris
 Sewage Sludge Residuals

Current Recycling and Diversion Goals (including organics)

Existing Solid Waste Management Infrastructure

Organic Waste Diversion

- Yard Waste
- Sewage Co-Composting
- Food Waste Recovery
- Land Options for Increasing Organic Waste Diversion
- Wood Recovery Programs

MSW Collection

- Residential Collection
- Commercial, Industrial, and Institutional Collection
- Recycling Service

MSW Disposal Facilities

- Transfer stations
- Incinerators and Landfills

MSW Recycling Facilities

Composting Facilities

Existing Program Description

- Existing efforts to recover recyclables
- Markets for recovered recyclables

Permitted Facilities

Alternatives Analysis

- Source Reduction
- Pay-as-you-Throw (Unit Based Pricing)

Future Planning Unit Projections and Solid Waste Changes

- Table of Solid Waste Projections
- Anticipated changes to the Local Planning Unit
- Anticipated changes to the waste stream in the Local Planning Unit
- Alternative Technology Evaluation
- General Overview of Disposal Technology Options Available
- Alternative Programs for Recyclables, Organics

Implementation Schedule/Solid Waste Management Program Strategies

- Selection of an Integrated Solid Waste Management System
- Program Strategies to Increase Recyclables Recovery
- Program Strategies to Increase Organics Recovery

Public Comment Summary

- Public Education Elements
- Steps and dates for public input

Role of the Private Sector

Plans for LSWMP Distribution

Resolution Adopting the updated LSWMPs

Complete SEQR Requirements

This format may also be considered for final document:

Planning Unit Description

- Size, location, population
- Planning Unit members
- Seasonal variations and unique circumstances
- Lists, maps or tables
- Membership changes

Solid Waste Quantity and Types (including recyclables)

- Table of solid waste and recyclables quantities

Existing Program Description

- Existing efforts to recover recyclables (including organics)
- Markets for recovered recyclables

Future Planning Unit Projections and Solid Waste Changes

- Table of Solid Waste Projections
- Anticipated changes to the Local Planning Unit
- Anticipated changes to the waste stream in the Local Planning Unit

Technology Evaluation

- Storage, treatment, disposal of solid waste including estimates of time and cost necessary to develop a new facility
- Alternative programs for recyclables, organics and waste reduction, including estimated costs.

Integrated System Selection

- Identify the integrated solid waste management system selected
- Procedures for implementation of the recyclables recovery program
- Procedures for implementation of the organics recovery program
- Public Education Elements
- Infrastructure Needs
- Role of the Private Sector
- Notification to the Private Sector (if applicable)

Implementation Schedule (with integrated recovery goals)

Laws and regulations

- Local laws, rules, regulations, or ordinance constraints
- Local laws or ordinances that must be adopted
- Potential new laws

Interim SWM Measures

- Interim measures to manage each material
- Interim Storage facilities for each material
- Interim Destination facilities

Schedule for implementation of the Interim measures

Export Certification

Certification of disposal capacity from destination facilities

Administrative and Financial Structures

Administrative Structure

Organizational Chart

Cost Analysis- (to include intermediate and long-term proposal costs)

Neighboring jurisdiction impacts

Future Actions to Further the SWM Hierarchy

How existing program succeeds at capturing recyclables

Calculations to determine that facility properly sized (if applicable)

Program enhancement to promote additional recovery

Procurement practices to use products containing recycled content

Public Comment Summary

Steps and dates for public input

An accounting for comments and views

Complete SEQR Requirements

GENERAL INFORMATION

This invitation does not commit the County of Erie to accept any proposal, nor does it obligate these entities for any costs associated with preparing or submitting proposal packages.

Respondents are advised that the firm selected must be prepared to perform all services necessary for the successful completion of this project. However, the County may authorize only portions of the work at its discretion. The right to amend the scope of the work and subdivide or combine work is retained. The right to reject any or all proposals is also retained.

For the purposes of this Agreement, the words or abbreviations listed shall have the definitions following; other terms not specifically defined shall be as commonly defined in the profession.

<u>LSWMP-</u>	<u>Local Solid Waste Management Plan</u>
<u>NEST-</u>	<u>Northeast-Southtowns Solid Waste Management Board</u>
<u>NWSWMB-</u>	<u>Northwest Communities Solid Waste Management Board</u>
<u>ECDEP-</u>	<u>Erie County Department of Environment and Planning/ Division of Compliance Services</u>
<u>DEC/NYSDEC -</u>	<u>New York State Department of Environmental Conservation</u>

TIMELINE: All responders need to provide a suggested time schedule for completion of the engagement. This should include a graphic indication of task completion as well.

FEE: The contract will be awarded on a lump sum fee basis. Responders should include the following as part of their cost proposal:

1. Non Salary costs (reimbursable).
2. Sub consultant costs.
3. Direct Technical Salaries – inclusive of a staffing table showing staff assigned, hourly rates, time and cost projected to be spent on each task by specific task.
4. Profit.
5. Overhead.

SPECIAL NOTE: THE FEE PROPOSAL SHALL BE SUBMITTED IN A SEALED ENVELOPE DISTINCTLY SEPARATE FROM THE MAIN PROPOSAL.

WBE/MBE GOAL: The goal for THE project is 15% MBE and 5% WBE. These are goals and not requirements.