

**Request for Proposals: RFP # 17-23**  
**Montgomery County Local Solid Waste Management Plan Update**

Montgomery County Business Development Center  
113 Park Drive, P.O. Box 277  
Fultonville, NY 12072  
T: (518) 853-8334

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**Description of Montgomery County Solid Waste Management Plan:**

Montgomery County is looking to enhance the Local Solid Waste Management Plan (LSWMP) prepared by Montgomery County through adding the missing elements required by 6 NYCRR Part 366 of the NYSDEC's solid waste management regulations. The LSWMP will use information from the existing draft plan as practicable and include all of the municipalities in the County as members of this solid waste Planning Unit, in order to provide Montgomery County with a document that can result in obtaining NYSDEC approval.

**\*\*\*\*DEADLINE FOR SUBMISSION OF PROPOSALS\*\*\*\***

The deadline for submission of proposals is December 15<sup>th</sup>, 2023 at 3 p.m. Responses should be submitted **in a sealed envelope** to:

Jaclyn Hernigle  
Montgomery County Purchasing Buyer  
County Annex Building, P.O. Box 1500  
Fonda, New York 12068-1500

Proposals will not be accepted by fax or electronic file transfer. Submissions should include **one original and six copies**.

## **PART I. INTRODUCTION**

### **Project Overview**

The purpose of the Montgomery County Local Solid Waste Management Plan update is to adopt a plan for the next ten (10) years that will provide guidance to Montgomery County on solid waste practices, an overview of the counties waste composition and Montgomery County's future projections.

### **Project Management**

The Montgomery County Business Development Center will be the administrative agency for the Plan, on behalf of the Planning Group. As such, management of and contract administration for the Plan are the primary responsibility of the staff of the Montgomery County Business Development Center.

As this Plan will be funded by the County, the selected consultant is expected to provide documentation of time spent developing the Plan and to adhere to a strict budget. To ensure that development of the Plan is consistent with the budget provided, staff from the Montgomery County Business Development Center will meet periodically with the consultant and with the Planning Group members to monitor the expenditure of funds and progress of work.

## **PART II. SCOPE OF WORK**

The consultant will lead in the preparation of the Plan; however, members of the Planning Group, representatives from each jurisdiction and the Montgomery County Business Development Center staff will provide input, information, and comments throughout the development of the Plan. It is anticipated that the Plan will take up to eight (8) months to complete. The consultant must present a draft of the Plan to the participating partners by June 1<sup>st</sup>, 2024 and the final Plan, completed by the selected consultant, must be submitted to the participating partners by August 15<sup>th</sup>, 2024.

The Montgomery County Business Development Center will provide for the consultant any currently available solid waste data, but the selected consultant will perform all compilation of data and analyses necessary for completion of the Plan. All solid waste data and information generated by the consultant must meet the Montgomery County standards, as described at the end of this document. Additionally, the consultant will supply the Montgomery County Business Development Center with paper and digital copies of all solid waste data and information generated in association with this project.

### **Overall Project Design**

Following is a list of the required steps in developing the Plan. For each step, the responsible agency is identified.

- A. *Project Initiation.* Consultant selection process.
- B. *Refinement of Scope of Work.* Montgomery County Business Development Center staff will review and discuss with the selected consultant the Scope of Work which will include a list of steps for Plan development, objectives for the Plan, summary of necessary and available data and information, required elements of the Plan, responsibilities for specific tasks, timeline, and process for documenting of time and resources spent on Plan development. Development of the Plan will begin once the County approves the selected consultant's Scope of Work.

- C. *Evaluation of the Existing Plan*-The Consultant will review and evaluate the current Plan and report to Montgomery County Business Development Center Staff with a proposal to update the plan.
- D. *Collection of Available Data*. Consultant will collect and analyze data and integrate it into the Plan as the basis for the formulation of the recommendations. The consultant will also identify gaps in existing data and include recommendations to address these deficiencies.
- E. *Draft Plan*. Once all necessary data and information are collected, the consultant will develop an initial Plan draft, with all necessary elements, including:
- **Waste Composition and Future Projections:** Consultant will review existing waste generation and diversion data and compile updated data, based on more recent years, and update the waste composition tables based on a baseline year. Projections will be incorporated into the document as well to meet the NYSDEC guidelines.
  - **Administrative and Financial Structure:** The content in the existing administrative and financial structure section is sufficient, but will need to be re-organized. The consultant will restructure this section to ensure that it meets all NYSDEC guidelines.
  - **Topic Expansion and Detailing:** More detail is needed regarding initiatives that the NYSDEC looks for including: local product stewardship, green procurement and sustainability initiatives, and local environmental justice requirements. The consultant will add narratives covering these needed topics into the LSWMP.
  - **Alternatives Evaluation:** The base content of this section is a good start, but needs to be more detailed and reorganized. The consultant will restructure this section and add more detail to ensure it meets all NYSDEC guidelines.
  - **An Implementation Schedule:** Expand upon the existing implementation tasks to create a Gantt chart schedule that lays out the tasks to be completed in each year. In addition, consultant will identify potential organizations for the County to partner with in accomplishing these implementation milestones.

The consultant will present the Draft Plan to the Planning Group by June 1<sup>st</sup>, 2024. Members of the Planning Group will review the written report and provide comments by June 15<sup>th</sup>, 2024. The consultant will amend the draft Plan per these comments.

- F. *Final Plan*. By August 15<sup>th</sup>, 2024, the consultant will present to members of the Planning Group and other invited local officials the final version of the Plan, both verbally and in writing, that includes the requirements listed above and that incorporates the comments suggested by Montgomery County Business Development Center staff and Planning Group members, in a format suitable for reproduction by the Montgomery County Business Development Center. The final Plan must also include documentation of

public participation in Plan development and documentation that the participating partners have **adopted** the final Plan.

*G. Schedule.*

<u>Month</u>	<u>Activity</u>
December 1 <sup>st</sup> , 2023	Release of RFP
December 15 <sup>th</sup> , 2023	Deadline for proposals
January 6 <sup>th</sup> , 2024	Possible interviews and consultant selection
January 17 <sup>th</sup> , 2024	Kick off meeting with chosen consultant
February – May 2024	Participating partners conduct LSWMP Assessment Participating partners collect additional data and information as necessary
June 2024	Development of draft Plan
June 2024	Presentation of draft Plan to the Planning Group and MCBDC
July 2024	Revise and finalize Plan to ensure compliance with state requirements
August 2024	Presentation of final plan to participating partners
August 2024	Submit final Plan to NYSDEC

**PART III. CONSULTANT SELECTION PROCESS**

The staff of the Montgomery County Business Development Center and the Planning Group will review proposals and may invite up to three consultants to be interviewed.

Final decisions about consultant selection will be based on the interviews and the Evaluation Criteria specified below. Once a consultant is recommended, the consultant will work with the Montgomery County Business Development Center to negotiate a final contract document, including a detailed timeline for Plan completion. All contract documents will be executed with Montgomery County and will conform to the County’s policies and procedures. The selection process should be completed within 30-45 days of the submission of proposals.

**Contents of Proposals**

Proposals should include:

1. Statement of experience in similar projects; this should include brief project descriptions, as well as reference lists.
2. Identification of individuals to be assigned to the project and statement of qualifications of individuals and resources assigned to the project.

3. Statement of general approach, including a description of the recommended process and considerations for completing the Plan and for meeting the public participation requirements of NYSDEC.
4. Scope of work detailing the timeline, necessary tasks for development of the Plan, and partners responsible for completing tasks.
5. General list of data and information needed to develop a Local Solid Waste Management Plan.
6. An estimate of the cost of proposed Plan. Consultants may suggest modifications to the Scope of Work that remain consistent with and support the requirements of the Plan. Costs for completing specific sections of the proposed Plan should be estimated and noted in the proposal.

### **Evaluation Criteria**

Consultants will be evaluated based on the following criteria:

- Experience and expertise in development of Solid Waste Management Plans approved by NYSDEC.
- Experience with projects similar in scope for communities similar to those in Montgomery County.
- The degree to which the proposal directly addresses solid waste management specific to Montgomery County from the investigation process to the formulation of actions.
- Ability to accomplish projects in a professional, thorough and timely manner
- Qualifications of people and resources assigned to project
- Ability to work well with Montgomery County Business Development Center staff
- Cost of services
- Thorough proposals

**Validity Period** - Submissions shall be valid for a period of 90 days following submission.

### **PART IV. CONTACT INFORMATION AND DEADLINE**

Technical questions regarding this Request for Proposals should be directed to:

Karl Gustafson, Grant Assistant  
Montgomery County Business Development Center  
113 Park Drive. P.O. Box 277  
Fultonville, New York 12072  
Phone: (518) 853-8334  
Email: [kgustafson1@co.montgomery.ny.us](mailto:kgustafson1@co.montgomery.ny.us)

### **Deadline for Submission**

**The deadline for submission of proposals is 3 p.m., December 15<sup>th</sup> 2023.** Responses should be submitted in a sealed envelope to:

Jaelyn Hernigle Montgomery County Purchasing Department  
County Annex Building, P.O. Box 1500  
Fonda, New York 12068-1500

Proposals will not be accepted by fax or electronic file transfer and should include one original and six copies.

### **PART V. ENCLOSURES**

Included in the enclosures are:

- “General Conditions to Proposal,”
- “Non-Collusion Bidding Certificate,”

- “Anti-Discrimination Clause,”
- “Certificate of Insurance,”
- “Insurance and Indemnification,”

## GENERAL CONDITIONS TO PROPOSAL

1. Proposal packages shall be submitted in a sealed envelope marked with the name of the vendor and the words "**SEALED PROPOSAL – CONSULTANT SERVICES – LOCAL SOLID WASTE MANAGEMENT PLAN UPDATE**" marked on the outside of the envelope. Submit one original, with all original signatures on required forms, and six copies.
2. Proposer assumes the risk of any delay in the mail. Whether sent by mail or by personal delivery, vendor assumes responsibility for having the proposal deposited on time at the County Purchaser/Buyer. All proposals received after the designated time stated will not be considered and will be returned to the proposer unopened.
3. Proposer shall execute Non-Collusive Bidding Certificate, Anti-Discrimination Clause, Certificate of Insurance, and Insurance Binder, which are enclosed. Any package lacking any of these may be considered incomplete and non-responsive.
4. The proposal, as presented, shall remain valid for a period of ninety days from proposal due date.
5. No charge will be allowed for federal, state, municipal sales, and excise taxes from which the County is exempt. Exemption certificates, if required, will be forwarded.
6. Any deviations from the specifications are to be so noted and fully explained. Deviations will be analyzed, and if deemed to be in the best interests of the County, specification requirements may be waived.
7. It shall be the responsibility of each proposer to call to the attention of the County any apparent discrepancy in the specifications or any question of interpretation thereof. Failure to do so constitutes acceptance as written.
8. The County reserves the right to "revise" or "amend" the proposal specifications prior to the proposal due date by "written addenda."
9. The County reserves the right to reject any or all proposals and to negotiate with any vendor.
10. Proposals will be evaluated on the basis of qualifications, experience, and cost. Contract will be awarded to the company who offers a proposal that appears to be in the best interests of the County.
11. The apparent silence of the specification as to any details or the omission of a detailed description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail and that only first quality materials and work will be accepted.
12. The successful proposer will be required to sign a Montgomery County Contract; Montgomery County will not sign any company's service agreement, contract, or any other form of agreement. Montgomery County does reserve the right to extract certain language from a company's agreement and incorporate it into a Montgomery County contract if mutually agreeable to both parties.
13. The proposer shall submit any and all confidential materials in a separate envelope, sealed with the envelope clearly marked with the CONFIDENTIAL on the outside. All confidential materials submitted

shall be so clearly marked on the top of each page as CONFIDENTIAL. All other materials submitted in response to the specifications and requirements contained herein shall be considered non-confidential.

14. The insurance certificate shall be filled out in its entirety and submitted as part of this package. Any proposals lacking the insurance certificate in the required amounts may be considered as incomplete and non-responsive.
15. There is a policy of “No Smoking” in any County building.
16. All proposals submitted to Montgomery County become the property of Montgomery County and are subject to Public Information Policy.



**MONTGOMERY COUNTY  
GENERAL CONDITIONS  
NON-COLLUSION CERTIFICATE**

NON-COLLUSION CERTIFICATION:

(a) By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her/their knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the prices that have been quoted in this package have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Signature and Title of Signer

\_\_\_\_\_  
Date

NOTE:

A proposal shall not be considered for award nor shall any award be made where (a) 1, 2 and 3 above have not been complied with; provided, however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the proposal a signed statement that sets forth in detail the reason(s) therefore. Where (a) 1, 2, and 3 above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a proposer (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a) 1.

## ANTI-DISCRIMINATION CLAUSE

During the performance of this contract, (the contractor) hereby agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, color, creed or national origin. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the contractor was directed to do so by the contracting agency as part of the proposal or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- (c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's Laws against discrimination as the State Commission for Human Rights shall determine.
- (d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
- (e) The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded him to be heard publicly before three members of the

Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

GENERAL CONDITIONS ACCEPTED BY:

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

## INSURANCE BINDER

(this form is to be submitted with the proposal package)

The undersigned agrees to Montgomery County's hold harmless/indemnification language. The undersigned also affirms that the insurance requirements have been discussed with the undersigned's insurance agent, that the cost of required insurance has been considered in the submitted proposal price, and that a completed insurance certificate (or certification letter of coverage) has been submitted with the package. Project-specific insurance is acceptable. A certification letter of coverage is a letter from the undersigned's insurance agent stating that if awarded the contract, undersigned will be covered with sufficient insurance to meet the contract requirements.

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(Signature)

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(Printed Name)

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(Company Name)

## MONTGOMERY COUNTY INSURANCE AND INDEMNIFICATION

The Successful Proposer Shall Maintain and Agree to the Following:

(Professional), hereinafter referred to as Contractor, shall indemnify, hold harmless and defend Montgomery County, and its officers, employees, agents, and elected officials for injury or death to any person or persons or damage to property arising out of the performance of the Contractor, its employees, subcontractors or agents with the exception of all actions and claims arising out of the negligence of Montgomery County. The Contractor shall maintain the following minimum limits of insurance or as required by law, whichever is greater.

A.) **Workers' Compensation and New York Disability** - Statutory Coverage Employer's Liability - Unlimited.

B.) **Commercial General Liability** including, contractual, independent contractors, products/completed operations - Occurrence Form required.

- |   |             |
|---|-------------|
| • Each Occurrence                         | \$1,000,000 |
| • General Aggregate                       | \$2,000,000 |
| • Products/Completed Operations Aggregate | \$2,000,000 |
| • Personal and Advertising Injury         | \$1,000,000 |
| • Fire Damage Legal                       | \$50,000    |
| • Medical Expense                         | \$5,000     |
- **General Aggregate** shall apply separately to the project prescribed in the contract
  - Montgomery County and its officers, employees, agents and elected officials are to be included as **Additional Insured's**

C.) <b>Business Auto Coverage</b>	Liability for Owned, Hired and Non-Owned Autos	\$1,000,000 CSL or \$500,000 Per Person BI \$1,000,000 Per Accident BI \$250,000 PD Split Limits
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- Montgomery County and its officers, employees, agents and elected officials are to be included as **Additional Insured.**

D.) **Professional Liability** - \$1,000,000 **OR Errors and Omissions Liability** - \$1,000,000

All insurance shall be written with insurance carriers licensed by the State of New York Insurance Department and have a Best's rating of A XI or better. Proof of insurance shall be provided. The accord Certificate of Insurance or insurance company certificate may be used for proof of Workers' Compensation and Disability. All Certificates shall contain a sixty (60) day notice of cancellation, non-renewal or material change to Montgomery County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Broker signature is not acceptable. Certificates of Insurance shall be submitted with the proposal.