

The City of Cheyenne, Wyoming, hereby requests proposals for the Integrated Solid Waste Plan as written in the attached **Exhibit A**. Proposers shall be professional firms with Engineers licensed by the Wyoming State Board of Examining Engineers. If the proposer is an out-of-state corporation, the firm shall be registered with the Secretary of State of Wyoming to do business in Wyoming.

Proposers shall submit, in writing, information outlined under Section B, Proposal Format. The submittal shall address the selection criteria as listed herein and such other data as may be useful in evaluating the ability of the firm to perform the work required. Proposals should be short and concise.

Information contained in the Request For Proposal and in the proposal submitted by the winning Consultant shall be incorporated by reference into and be considered part of the contract between the City and the firm selected.

A. PROPOSAL SUBMITTAL.

To be considered, proposals must be received by the City at the following location before 3:00 p.m. (MDT) on Friday, September 14, 2018 at:

City of Cheyenne
Purchasing Office
2101 O'Neil Avenue, Room 309
Cheyenne, Wyoming 82001
Attn: Matt Theriault, Public Works

Any proposal received after that time shall not be considered, but shall be returned unopened to the proposer. Telegraphic or fax submittals shall not be considered.

Proposers are advised that, consistent with provisions of the City of Cheyenne's policy for the procurement of professional architectural and engineering services, the City shall utilize a two-step process for selecting a Consultant through this solicitation. This process dictates that proposers divide their submittals into two parts: a *technical proposal* and a *price proposal*. Proposers shall submit their technical proposals and price proposals simultaneously on the date and time specified in this RFP, sealed in separate, clearly marked envelopes, as follows:

1. **Technical Proposal:** One (1) original copy of the technical proposal, bound together with all required attachments, and five (5) copies shall be submitted in a sealed envelope and clearly marked with the following information: (a) the phrase "**City of Cheyenne Integrated Solid Waste Plan**"; (b) the date and time specified for receipt of proposals; and (c) the name and address of the proposer.
2. **Price Proposal:** Price proposals are to be submitted in accordance with the requirements of this section and as follows: Submit one (1) original copy, and five (5) additional copies in a separate sealed envelope and clearly marked with

the following information: (a) the phrase “**City of Cheyenne Integrated Solid Waste Plan**”; (b) the date and time specified for receipt of proposals; and (c) the name and address of the proposer.

Proposers are advised that proposal content and completeness are most important, and that clear and effective presentations are preferred, with unnecessarily elaborate, decorative or extraneous materials discouraged. Each section within the proposal shall be clearly defined for easy reference. All blank spaces must be filled in (e.g., the number “0”, the word “None” or the words “Not Applicable” or “NA” are to be inserted, where appropriate, on the forms).

B. PROPOSAL FORMAT.

The proposer shall use the following format when preparing his proposal:

1. **Technical Proposal (Envelope #1).**

- a. **Project Team.** Identify the project team members and their positions in the team, briefly outlining the responsibilities of each member. The office of the project team members not located in Cheyenne should be identified. Detailed resumes should be attached to the back of this section to identify the experience and qualifications of the individual team members.

If the proposer intends to utilize one or more sub-consultants to complete a portion of the Project, all such firms must be listed on Attachment B-3. The proposer shall describe the relevance of each firm to the Project and explain past relationships between the proposer (the legally responsible entity) and each sub-consultant.

- b. **Schedule.** The anticipated time to perform the required work with respect to the availability of project personnel and present work load should be identified using the tasks outlined under the Scope of Work. Identify the team members and the percentage of time that they will dedicate to each task. A bar graph is suggested for this section. Additional tasks or duties not addressed in **Exhibit A, Scope of Work**, of the Professional Service Agreement, draft copy attached, should be discussed in paragraph form, under Section 1.f., Other Information.
- c. **Project Area.** The proposer should show briefly and concisely their familiarity with the project area. The proposer is expected to thoroughly review all data submitted and identify potential problems that may arise during contract performance.
- d. **Scope of Work.** All proposers will commit at a minimum to the services outlined in **Exhibit A, Scope of Work**, of the proposed Professional

Services Agreement. The proposer may supplement the draft Scope of Work with any additional work or clarification of work that is determined necessary for the successful completion of the project.

- e. References. List at least three (3) similar environmental monitoring engineering projects involving well gauging and sampling which were completed during the preceding five (5) years. Use additional sheets if more than three (3) references are provided. Provide the following information for each reference: Client Name, Address, Contact Person, Telephone, Project Dates, Project Description, Original Project Budget, Final Project Cost, and explanation of variation from original budget to final project cost.
- f. Other Information. Any additional information the proposer feels would be useful to the committee in evaluating the proposal should be placed in this section.
- g. Project Specific Information. The proposer should carefully review Exhibit A, Scope of Work and Attachment A, in the attached Professional Services Agreement. This exhibit provides background and other information as well as directions necessary for proposal preparation.
- h. Proposal Submittal Checklist. This form (Attachment B-1) must be completed and signed by the proposer and attached to the outside of the technical proposal envelope to ensure completeness of submittal.

Any proposal not submitted in this format shall be deemed to be non-responsive and shall not be considered further by the City. The signer of the proposal must declare that the only person(s), company or parties interested in the contract as principals are named herein; that it is, in all respects, fair and in good faith without collusion or fraud; and that the signer of the proposal has the authority to bind the principal proposer.

2. **Price Proposal (Envelope #2).**

- a. Cover Letter. Identify the proposer's name, mailing address, telephone number and contact person(s). The letter must be signed by the proposer, and should be limited to two (2) pages. Consortiums, joint ventures or teams submitting proposals, although permitted and encouraged, will not be considered to be responsive unless it is established that all contractual responsibility shall rest solely with one consultant or one legal entity, which shall not be a subsidiary or affiliate with limited resources. Each submittal shall indicate the entity responsible for execution on behalf of the team.
- b. Provide a complete line item budget for all phases of the work listed in

Exhibit B, Compensation Schedule, of the Professional Services Agreement, draft copy attached, with a breakdown of each phase, as necessary to complete the Project as specified in the RFP, its attachments and other documents referenced. Each proposer shall certify that its price proposal shall remain valid for a period of at least one hundred twenty (120) days. In the event that a contract award by the City is delayed beyond the 120-day period, such award shall be conditioned upon the proposer's acceptance.

C. PRE-PROPOSAL QUESTIONS.

All questions regarding the RFP proposal must be emailed or mailed to the Project Manager, Matt Theriault, at mtheriault@cheyennecity.org by 12:00 pm on September 5th. All questions and answers will be posted in an addendum by 5:00 pm on September 7th.

D. ADDENDA.

Any and all proposers may make inquiries in writing to City at any time prior to noon on September 5th, 2018. Any written question of a proposer regarding the meaning or interpretation of the RFP, scope of work, specifications, etc., must be submitted to the City prior to the above specified date. All clarifications given to any prospective proposer shall be similarly furnished to all prospective proposers in summary form as an addendum to this RFP if the lack of such information could reasonably be considered prejudicial towards uninformed proposers. No technical assistance shall be given by the City to any proposer in preparation of its proposal.

Written inquiries shall be directed to:

Matt Theriault
City of Cheyenne Public Works Department
2101 O' Neil Avenue, Room 210
Cheyenne, Wyoming 82001
E-mail: mtheriault@cheyennecity.org

Any or all changes, additions, or clarifications in connection with this RFP shall be issued by the City in the form of written addenda. Each proposer must sign the "Acknowledgment of Receipt of RFP Addenda" form (Attachment B-2) and submit the executed form with its proposal. Oral comments, responses and/or representations shall not be binding upon the City.

E. DISCLOSURE OF PROPOSAL CONTENTS.

All proposals and supporting documents, except such information that discloses proprietary or financial information submitted in response to qualification statements, becomes public information held in custody of the City after the proposal submittal date given in this RFP. The

City assumes no liability for the use or disclosure of technical or cost data submitted by any proposer.

Nevertheless, if a proposal contains information that the proposer does not want disclosed to the public, or used for any purpose other than the evaluation of this offer, all such information must be indicated with the following or similar statement:

The information contained on pages _____ shall not be duplicated or used in whole or in part for any purpose other than to evaluate the proposal provided. If a contract is awarded to this firm as a result of the submission of such information, the City of Cheyenne shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the City of Cheyenne's right to use the information contained herein if obtained from another source.

All such nondisclosure items specified in the proposal shall be subject to disclosure as provided in the Wyoming Public Records Act or as otherwise provided by law.

F. PROPOSAL PROTEST PROCEDURES.

Proposers are advised that the City shall administer any protest initiated by a protesting party concerning this solicitation in the following manner:

1. The protesting party may submit a written protest prior to the due date for proposals stated elsewhere in this RFP, unless the protesting party did not know or could not have known of the facts giving rise to such protest prior to the proposal opening. The protest shall be submitted within three (3) calendar days after the protesting party should have known of the facts giving rise thereto.
2. Upon receipt of a timely written protest, the City shall not proceed further with the solicitation or contract award before all administrative remedies have been exhausted, or until the City's Director of Purchasing determines that a contract award without delay is necessary to protect the interests of the City.
3. Timely protests shall be reviewed by the City's Director of Purchasing, who shall consider all facts, technical support, and justification submitted by the protesting party, and in a timely manner render a decision on behalf of City as to the validity of the protest and the disposition thereof. The City's Director of Purchasing may request additional information from the protesting party to clarify or support its protest, in which case such information shall be supplied in writing by the protesting party within three (3) calendar days following the City's request.
4. All matters in dispute between the City and a protesting party that are not resolved through the appeals process, will be decided in the Laramie County District Court, which shall have exclusive jurisdiction. All matter in dispute related to this RFP

shall be governed by laws of the State of Wyoming.

G. OMISSION OF DETAILS.

No advantage shall be taken by any proposer as a result of the omission of any parts or details which are necessary for the provision of detailed design and engineering services even though such details may not be mentioned in this RFP.

H. SELECTION PROCESS.

Each responsive proposal received by the City shall be evaluated in a consistent manner as described in this subsection. A responsive proposal is one which complies with all material aspects of the solicitation, both as to the method and timeliness of submission, and as to the substance of any resulting contract. Prospective proposers are advised to submit all required forms, attachments, and other information as requested in the RFP. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.

As noted above, the City shall utilize a two-step evaluation process for selecting a Consultant through this solicitation. The two-step process dictates that proposers make submittals in two parts: a *technical proposal* and a *price proposal*. It is the intent of the City to first evaluate all technical proposals in order to establish a quantitative ranking of the proposals exclusive of price. The City shall use this process to identify one or more proposers who are considered to be best qualified to perform the work required by the City.

All responsive technical proposals will be reviewed by an evaluation committee comprised of Public Works and may include Engineering, and other personnel to be selected by the City. A weighted evaluation methodology shall be used to rank each proposal, using the evaluation criteria and relative weighting indicated on Attachment A-1.

After review of the technical proposals, the best qualified firms will be invited to participate in oral interviews with the evaluation committee for the purpose of clarifying and confirming offerings and assertions made. A weighted evaluation methodology shall be used to rank each proposal, using the evaluation criteria and relative weighting indicated on Attachment A-2.

At the end of the interview process, the City shall then unseal the price proposals and initiate negotiations with the highest ranked proposer toward a final contract containing the detailed scope of work and budget. If negotiations with the first selected proposer are unsuccessful, negotiations with the second highest ranked proposer will be pursued, followed by the third proposer, if necessary, to secure a contract. In the event the City is unable to secure an agreement with any of the qualified proposers, this procurement may be terminated at the City's option.

The City reserves the right to delay making an award as necessary to permit proper study and analysis of all proposals received, to split award on proposals, to reject any or all proposals received, and to make a pre-award survey to determine the capability of any or all proposers.

The City reserves the right to reject any or all proposals if it believes there is a sound documented business reason for doing so, and to negotiate matters of Consultant's performance, project schedule and other issues not directly related to the proposal price submitted prior to awarding a contract. The City further reserves the right to cancel the procurement process at any time during the evaluation process if it appears that the proposals received are not suitable for any reason whatsoever.

I. SELECTION PROCESS SCHEDULE.

August 20, 2018 and August 27, 2018	Legal Notice Advertised in Newspaper
September 12, 2018	Pre-proposal Questions Due
September 21, 2018	Proposals due from Consultants
September 28, 2018	Review Committee selects Consultants for interviews
October 9 and 10, 2018	Interviews are conducted
October 12, 2018	Review committee completes final selection
October 26, 2018	Professional Services Agreement finalized with successful Consultant
November 5, 2018	Agreement placed on City Council Agenda
November 13, 2018	City Council Meeting No.1: Agreement referred to Finance Committee
November 19, 2018	Agreement discussed in Finance Committee
November 26, 2018	City Council Meeting No. 2: Agreement approved/not approved
November 28, 2018	Notice-to-proceed issued by City if Agreement approved

ATTACHMENT “A-1”

**FIRST ROUND CONSULTANT PROPOSAL EVALUATION
CRITERIA WEIGHTING**

<u>CRITERIA</u>	<u>DESCRIPTION</u>	<u>WEIGHT</u>
Applicable experience	Experience in Full Cost Accounting and Software Analysis with both private and public entities.	<u>20</u>
Approach to project	Methods of identifying, understanding and addressing project.	<u>20</u>
Cost saving and project innovations	Ideas or suggestions to improve schedule, cost, constructability, feasibility, or scope of the project.	<u>10</u>
Technical expertise	Expertise dealing with the technical issues important to the project.	<u>10</u>
Adequate resources	Sufficient available staff and equipment to complete the proposed work within the requested time frame.	<u>10</u>
Jobsite proximity	Physical location relative to project site in order to minimize response time to project needs.	<u>5</u>
Performance on past projects/Reference check	Success on previous projects in the way of project deadlines, cost control, quality, innovative deadline driven design approaches used, public relations and general cooperative nature of the firm.	<u>10</u>
Familiarity with project	Knowledge of project background, needs, goals, limitations, and special considerations.	<u>10</u>
Proposal quality	Readability, completeness, brevity, and organization of the proposal.	<u>5</u>
	TOTAL	<u>100</u>

ATTACHMENT “A-2”

**SECOND ROUND CONSULTANT PROPOSAL EVALUATION
(INTERVIEWS)
CRITERIA WEIGHTING**

INTERVIEW		SCORE	COMMENTS
Completeness	10		
Method of presentation	10		
Professionalism	10		
Enthusiasm for project	10		
Innovative ideas/creative project approach	20		
Applicable experience/Technical expertise	20		
Familiarity with project	20		
TOTAL	100		

List reasons you have for recommending a particular firm:

List reasons you have for rejecting a particular firm:

General comments/clarifications/questions:

Date: _____

**ATTACHMENT “B-1”
PROPOSAL SUBMITTAL CHECKLIST**

This form must be completed and returned with the proposal submittal.

Attachment	Description	Proposer’s Initials	City’s Initials
<p>B-1 <u>Envelope #1</u></p>	<p>Proposal Submittal Checklist <u>Technical Proposal</u> Sealed Envelope with required information on front Signed Cover Letter Project Team Schedule Project Area Scope of Work References Project Specific Information</p>		
<p>B-2</p>	<p>Acknowledgment of Receipt of RFP Packet, Sample Agreement and Addenda</p>		
<p>B-3</p>	<p>Use of Sub-consultants</p>		
<p><u>Envelope #2</u></p>	<p><u>Price Proposal</u> Sealed Envelope with required information on front Signed Cover Letter Project Fee Proposal with breakdown</p>		

Signature of Proposer: _____

Date: _____

ATTACHMENT “B-2”

**ACKNOWLEDGMENT OF RECEIPT
OF RFP PACKET, SAMPLE AGREEMENT AND ADDENDA**

The undersigned hereby acknowledges receipt of the City of Cheyenne Request for Proposals (RFP) packet for **City of Cheyenne Integrated Solid Waste Plan**, including: Sample Professional Services Agreement, Scope of Work, Compensation Schedule, Project Schedule, and the following addenda issued during the procurement process.

Addendum #1: _____ dated _____

Addendum #2: _____ dated _____

Addendum #3: _____ dated _____

Failure to acknowledge receipt of the proposal packet, sample Agreement, and all addenda may cause the proposal to be considered non-responsive to this solicitation.

Name of Proposer: _____

Signature of Proposer: _____

Date: _____

City Contract # _____

PROFESSIONAL SERVICES AGREEMENT
for
City of Cheyenne Integrated Solid Waste Plan

THIS AGREEMENT is made and entered into this _____ day of _____, 2017, by and between the City of Cheyenne, located at 2101 O'Neil Avenue, Cheyenne, Wyoming 82001 ("City"), and _____, located at _____ ("Consultant").

RECITALS

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties as follows:

1. SCOPE OF WORK

The Consultant agrees to provide services as described for the above-mentioned project, in accordance with the Scope of Work attached hereto as Exhibits A and B, incorporated by reference and expressly made a part hereof.

2. TIME OF PERFORMANCE

The work included in this Scope of Work will be completed within one year upon the notice to proceed is issued.

3. CONSULTANT RESPONSIBILITY

In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will, without additional compensation, correct those services not meeting such a standard.

4. COMPLIANCE WITH LAWS

The Parties agree that they will perform their obligations as provided in this Agreement in accordance with all applicable laws and ordinances.

5. DRUG-FREE WORKPLACE

In compliance with the Drug Free Work Place Act of November 1988, the City of Cheyenne has established an Alcohol and Controlled Substance Policy that pertains to alcohol and drug usage by City Employees. All architects, engineers and other consultants under contract with City of Cheyenne, and their employees and sub-consultants, are

required to comply with the provisions of the City's Alcohol and Controlled Substance Policy for drug and/or alcohol usage on City property or other sites occupied by the Consultant while performing the duties and responsibilities of the Agreement. It is the responsibility of the Consultant to familiarize themselves with the requirements of this policy and to inform all their employees and sub-consultants of the requirements and ensure their compliance. If the Consultant, their employees or sub-consultants are found in violation of this policy, the Agreement may be terminated.

6. INDEMNIFICATION/HOLD HARMLESS

The Consultant agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, claims, penalties, forfeitures and suits, and the cost and expenses incident thereto, including reasonable attorney's fees, which may hereafter arise as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders to the extent caused by (1) the Consultant's breach of any term or provision of this Agreement; or (2) any negligent or wrongful act, error or omission by the Consultant, or its employees or sub-consultants in the performance of this Agreement. The Consultant acknowledges that it may incur a financial obligation to the City pursuant to the terms of this paragraph.

7. INSURANCE REQUIREMENTS

The Consultant must provide proof of the following insurance coverages:

Commercial General Liability Insurance

For claims arising out of bodily injury, illness or death, or from damage to or destruction of property of others, including loss or use thereof, with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate for the entire term of the Agreement.

Business Automobile Insurance

Including owned, non-owned and hired vehicles with minimum limits for bodily injury and property damage of \$1,000,000 per accident for the entire term of the Agreement.

Workers' Compensation

Workers' compensation coverage shall be in effect for the entire term of the Agreement, as required by Wyoming law, for all employees or agents providing services under this Agreement. Consultant shall provide the City with proof of workers' compensation or employer's liability insurance coverage.

Professional Liability Insurance

The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance in an amount not less than \$500,000 to protect the City from any and all claims arising from the Consultant's negligence in the performance of duties under this Agreement. The City prefers that this liability insurance coverage be provided pursuant to an "occurrence" policy.

If this coverage is provided pursuant to a “claims made” policy:

- a. Consultant shall, concurrently with the execution of this Agreement, provide the City with a certificate of insurance demonstrating that such coverage is or shall be in effect at the time the Consultant begins the provision of services under this Agreement; and
- b. In the event the Consultant’s services extend into a future policy period, the Consultant shall, prior to the policy expiration date, provide the City with a new certificate of insurance demonstrating that such coverage is or shall be in effect during all periods of time that Consultant will provide services under this Agreement; and
- c. Consultant shall maintain said “claims made” coverage for a period of five (5) years following the last date that Consultant has provided services under this Agreement; and
- d. In the event the Consultant or the insurer terminates “claims made” coverage prior to the expiration of the periods provided in subparagraphs a., b., or c. of this paragraph, the Consultant shall provide to the City advance written notification of the termination of said coverage and shall provide the City with an endorsement for an extended reporting period (“tail coverage”) which shall be in effect for a period of time not less than five (5) years following the last date that Consultant has provided services under this Agreement.

Additional Insurance Information

The Consultant shall name the City of Cheyenne as **an Additional Insured** by endorsement on its insurance policies, and shall provide the City with a copy of the endorsements. This requirement does not apply to workers’ compensation and professional liability insurance policies.

Consultant shall provide the City with certificates of insurance acknowledging the above-stated coverages prior to beginning any work under this Agreement.

It is understood and agreed that these policies are primary and not contributory. All policies required under this Agreement shall be in effect for the duration of the Agreement. It shall be an affirmative obligation upon Consultant to immediately notify in writing the city risk manager, city clerk, and city attorney of any fact, circumstance, or occurrence that has resulted in or may result in the cancellation of, or substantive change to any insurance coverage required by this Agreement, and failure to do so shall be construed to be a breach of this Agreement.

If requested by the City, the Consultant shall provide the City with copies of insurance policies and/or policy endorsements listing the City of Cheyenne as an additional insured. The City’s failure to request or review such policies, endorsements, or certificates shall not affect the City’s rights or Consultant’s obligation hereunder.

Any insurance company providing coverage under this Agreement shall have a minimum A. M. Best rating of A- (excellent).

8. MINORITY AND DISADVANTAGED BUSINESS ENTERPRISES 49 C.F.R. Part 26
All parties to this Agreement assure that no person will be excluded from participation in, denied the benefits of, or otherwise discriminated against, in connection with the award

and performance of this Agreement on the grounds of age, race, color, disability, national origin or sex.

9. COMPENSATION

In consideration of the services to be performed pursuant to this Agreement, the Consultant will bill the City and the City agrees to pay Consultant a not to exceed amount of _____ Dollars (\$ _____) as stated in Exhibit B.

10. MONTHLY REPORT

With every monthly billing, Consultant shall provide the City Representative with a written statement of the status of the work with respect to the Scope of Work, time sheets, and work schedule. Failure to provide the required monthly report will delay processing of any payment request until the report is submitted.

11. INDEPENDENT CONSULTANT

The Consultant shall function as an independent consultant for the purposes of this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative of or on behalf of the City or to incur any obligation of any kind on the behalf of the City.

12. TAXES

The Consultant agrees to pay all valid taxes, excises, license fees, permit fees, bills, debts and obligations incurred by and in connection with its operations under this Agreement.

13. DEFAULT

Each and every term and condition in this Agreement shall be deemed to be a material element of the Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

14. REMEDIES

In the event a party has been declared in default, such defaulting party shall be allowed a period of fifteen (15) days within which to cure the default. In the event the default remains uncorrected, the non-defaulting party declaring default may elect to:

- a. Terminate the Agreement and seek damages, which damages shall not exceed the contract amount; or
- b. Treat the Agreement as continuing and require specific performance.

15. TERM AND TERMINATION

This Agreement shall be for a period of one year from Notice to Proceed (date: _____). The parties may by mutual written agreement renew or extend this Agreement.

The City may, without cause, and upon thirty days' written notice to the Consultant, terminate this Agreement in whole or in part at any time, for the City's convenience. Upon

receipt of such notice, the Consultant shall:

- a. Discontinue all services affected; and
- b. Deliver to the City within five (5) days all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- c. In the event of termination for convenience, the City will pay the Consultant for accepted work done and expenses incurred to the date of termination. Such acceptance shall not be unreasonably withheld.

16. ADDITIONAL REMEDIES

In the event the Consultant fails to strictly perform in accordance with this Agreement, the City may elect to correct the deficiencies and charge the Consultant. In the event of default of any of the conditions by either party which shall require the party not in default to commence legal or equitable action against the defaulting party each party shall bear its own costs and expenses, including without limitation, attorney's fees.

17. GOVERNING LAW, JURISDICTION AND VENUE

The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

18. GOVERNMENTAL IMMUNITY

The City of Cheyenne, along with its officials and employees, does not waive its governmental immunity by entering into this Agreement, except to the extent necessary for the parties to pursue a contract action to clarify or enforce the written terms of the Agreement. Furthermore, the City specifically retain all immunities and defenses available to it as a sovereign or governmental entity pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other relevant state and federal law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be constructed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental or sovereign immunity shall be construed in favor of governmental immunity.

19. MONITORING ACTIVITIES

The City shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its sub-consultants. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.

20. NON-DISCRIMINATION

The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans With

Disabilities Act (ADA), as amended, 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto, and shall not discriminate against any individual on the grounds of age, sex, creed, color, race, religion, national origin, ancestry, pregnancy or qualifying disability in connection with the performance under this Agreement.

21. PROFESSIONAL REGISTRATION

The Consultant shall endorse, as required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming, if necessary.

22. ENTIRETY OF AGREEMENT

This Agreement consisting of six pages, and Exhibit A consisting of twelve pages, and Exhibit B consisting of two pages, contains the entire understanding of the parties. There are no other terms or conditions, written or oral, concerning or controlling this matter.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

City of Cheyenne

(SEAL)
Attest:

By: _____
Marian J. Orr, Mayor

Carol Intlekofer, City Clerk

Date: _____

Consultant

By: _____

Print Name: _____

Date: _____



Exhibit A

Scope of Work

City of Cheyenne Integrated Solid Waste Plan

Prepared by: Matt Theriault

(307) 637 – 6279

mtheriault@cheyennecity.org

TABLE OF CONTENTS

	Page
Section 1. Operations Overview and Background	4
1.0 Transfer Station Overview	4
1.1 Collection Practices	5
1.1.1 Residential Solid Waste	5
1.1.2 Residential Recycling	5
1.1.3 Commercial Solid Waste	5
1.1.4 Commercial Roll Offs	6
1.1.5 Yard Waste	6
1.2 Happy Jack Landfill	6
1.3 Compost Facility	6
Section 2. Financial Overview	7
2.1 Billing	8
2.2.2 Tracking Expenditures	8
2.2 Enterprise Fund	8
Section 3. Tasks	8
3.1 Task 1 – Full Cost Accounting	8
3.1.1 Full cost Accounting Written Report	9
3.1.2 Semi-annual Update and Annual Report	9
3.2 Task 2 – Integrated Solid Waste Management Plan	10
3.3 Task 3 – Create an RFP for Routing Software	10
3.3.1 Routing Software Scope of Services	10
3.4 Task 4 – Compost Facility Report	11

TABLES AND FIGURES

	Page
Table 1-1: Collection vs. design capacity	4
Table 1-2: Number of routes associated with number of active customers	5
Figure 2-1: Fiscal Year 2016 expenditures broken down by cost centers	6
Table 2-1 Fiscal Year 2016 Solid Waste Revenue and Expenditures	6

Section 1. Operations Overview and Background:

The City of Cheyenne, Wyoming desires to hire a Consultant to prepare an addendum for the Integrated Solid Waste Management plan required by Wyoming's Department of Solid Waste. The Consultant will also perform a full cost accounting report and create a spreadsheet that tracks all expenditures and revenues. The Consultant will also help the City create a Request for Proposal to purchase routing software. The Consultant will prepare a report on the City's Compost operations.

By ordinance, collection of solid waste and recycling is done exclusively by the City within city limits. The only exception is that there are approximately four private haulers that operate roll-off collection businesses within city limits. The City handles all waste collection and disposal operations within city limits. The City owns and operates a Transfer Station, Household Hazardous Waste (HHW) Facility, Recycling Facility, Landfill, and Compost Facility.

The City is looking for a Consultant that can prepare a full cost accounting of all solid waste operations which is interactive and can be kept up to date by City personnel. The Consultant will help the City prepare a yearly financial report that will aid in decision making for future operations.

1.0 Transfer Station Overview:

The City of Cheyenne Transfer Station is located at 220 N. College Drive, Cheyenne Wyoming. The Transfer Station service area includes the City of Cheyenne, F.E. Warren Air Force Base and the surrounding rural areas within Laramie County School District #1. The 2010 Census indicated that 91,738 people reside in Laramie County and approximately 86,000 of those people reside within Laramie County School District #1. The designed capacity for the Transfer Station is 1,000 tons/day of Municipal Solid Waste (MSW). Currently the Transfer Station collects and transfers 140 tons/day of MSW. The total MSW collected at the Transfer Station for the Fiscal Year of 2016 was 42,015 Tons.

The Transfer Station has a single stream recycling facility to process recyclables collected by City recycling trucks from the City's residential Curb-side Recycling Program. The recycling facility is equipped with a baler and is designed to process up to 100 tons/day. Calendar year 2016 recorded 3,305 tons processed and baled for transfer to a Denver recycling center. Currently the Recycle Facility has been mothballed and all recycling material collected by the City is transferred for processing to a privately-owned MRF located in Cheyenne.

The Household Hazardous Waste (HHW) building is located adjacent to the Transfer Station. The HHW services Laramie County School District #1 residents by providing residents the ability to dispose of HHW and electronic-waste free of charge. The HHW design capacity is 20 tons/week. The City collected 21.6 tons for calendar year 2016. E-waste Design Capacity is 20 tons/week and collected 300.6 tons in calendar year of 2016.

All MSW collected at the Transfer Station is transported by City owned haul trucks to the City owned Landfill approximately 10 miles away. The City owns and operates 3 semi tractor-trailer haul trucks that can carry up to 20 tons of waste per trip.

Waste Type	Approximate Quantity of Wastes received		Facility Design Capacity		Quantities collected for Calendar Year 2016	
	Quan.	Unit	Quan.	Units	Quan.	Units
MSW	140	tons/day	1,000	tons/day	42015	tons/year
Recyclables	11	tons/day	100	tons/day	3305	tons/year
HHW	0.5	tons/wk	20	tons/wk	21.6	tons/year
E Waste	6	tons/wk	30	tons/wk	300.6	tons/year
Construction and Demolition (drop-off)	240	cy/mo	1,440	cy/mo	2880	cy/year
Scrap Metal (drop-off)	30	cy/mo	1,440	cy/mo	360	cy/year
Scrap Tires (drop-off)	30	cy/mo	1,440	cy/mo	360	cy/year
Grass Clippings (drop-off)	240	cy/mo	1,440	cy/mo	2880	cy/year
Branches (drop-off)	240	cy/mo	1,440	cy/mo	2880	cy/year

Table 1-1: Collection vs. design capacity. Based off 302 working days per year.

1.1 Collection Practices

1.1.1 Residential Solid Waste:

Currently, the city provides approximately 22,531 Residential and multi-family units with solid waste collection services. The City primarily uses dual-arm automated side loader collection trucks to collect waste on a weekly basis. There are a total of six residential solid waste collection routes operated five days per week.

1.1.2 Residential Recycling:

Currently the city provides approximately 22,531 Residential and multi-family units with curb side recycling collection services. Residential recycling is collected every other week. The City primarily uses single-arm automated side loaders on these routes. There are a total of six residential recycling routes (three routes collected per week).

1.1.3 Commercial Solid Waste:

The City currently collects solid waste from commercial businesses utilizing a combination of rear-load and front-load collection vehicles. Services to commercial customers are offered up to seven days a week. There are currently five rear-load routes and two frontload routes. The front load routes are each operated by a single person. The rear-load routes are each operated by a three-person crew that include a driver and two collection staff.

1.1.4 Commercial Roll Offs:

The City currently owns 20 fifteen-yard containers and 52 thirty-yard containers available for public rental. The Sanitation Division maintains seven vehicles to deliver and empty the rented containers. The fleet also services roll off containers owned by local businesses.

1.1.5 Yard Waste

The City collects curbside yard waste bins for approximately 9,158 residents. Curbside yard waste collection is on a subscription basis and provided once per week to subscribing residential customers. The City utilizes single arm automated side loaders to collect the yard waste. There are three primary collection routes for yard waste. Yard waste collection services run from April to November every year.

Collection	Number of Daily Routes	Number of Customers
Residential	6	22,531
Recycling	3	22,531
Commercial	3	1,837
Yard Waste	3	9,158
Roll-off	3	47

Table 1-2: Number of routes associated with number of active customers.

1.2 Happy Jack Landfill

Happy Jack Landfill #1 is a Type I landfill located at 1461 Happy Jack Road, approximately 10 miles west of Cheyenne, Wyoming. The Landfill estimates it will accept 59,300 tons of MSW and Construction and Demolition (C&D) waste (approximately 46,300 tons of MSW and 13,000 tons of C&D) annually from the Laramie County School District #1 area. The permitted service area for the Landfill includes residential and commercial generators from the states of Wyoming, Colorado, Nebraska, and South Dakota. Currently, the Landfill only accepts waste from the Laramie County School District #1.

On April 18th, 2018 the Wyoming Department of Environmental Quality issued a Lifetime Permit for the Happy Jack Landfill. The permit allows a vertical expansion on the existing site for an additional 1.7 million cy, and a lateral expansion designed to hold 7.2 million cy. Construction for the lateral expansion has not yet begun, but is anticipated sometime before the year 2020. The estimated total remaining site life of the facility is approximately 49 years.

1.3 Compost Facility

The City of Cheyenne's Compost Facility is located on 7 acres of land at 3714 Windmill Road in Cheyenne, Wyoming. The facility accepts yard waste and clean wood as well as animal manure. The Compost facility has the capacity to process approximately 23,000 tons of compost a year.

Section 2. Financial Overview:

In Fiscal Year (FY) 2016, the division's total operating and capital budget was approximately \$12.5 million dollars. Since the division is financed through an enterprise fund, direct user fees and tipping fees support its budget expenditures.

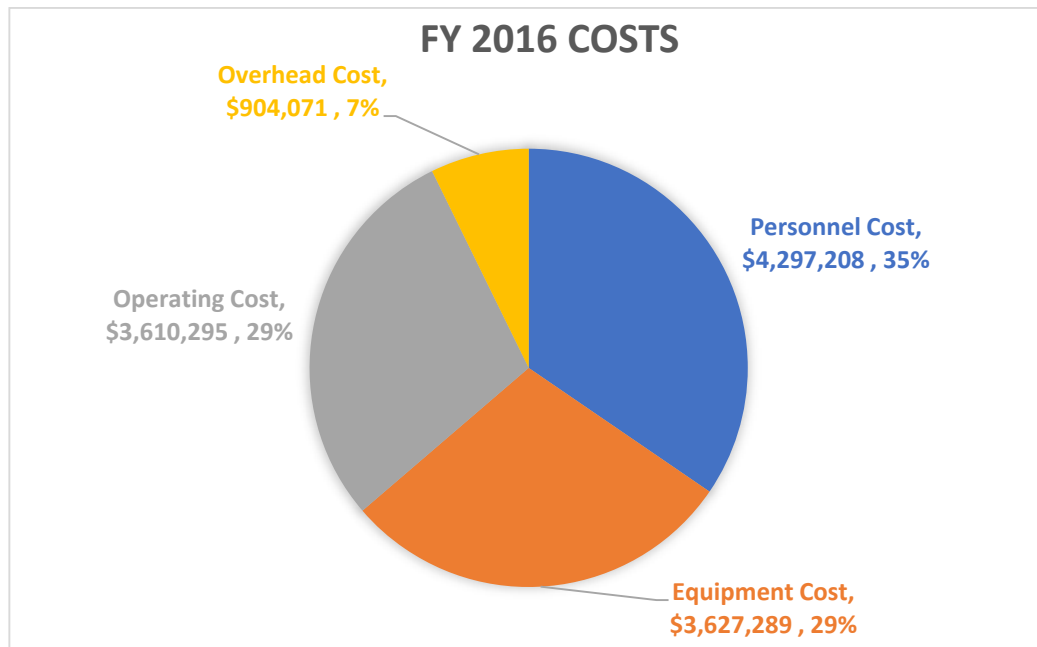


Figure 2-1: Fiscal Year 2016 expenditures broken down by cost center

FY 2016: Solid Waste Revenue and Costs		
Services	revenue	costs
Collection Services	\$ 12,180,045	\$ 7,490,015
Landfill	\$ 185,549	\$ 2,654,335
Special Pickups	\$ 913,544	\$ -
Transfer Station	\$ 134,444	\$ -
Hazardous Waste	\$ 8,663	\$ 290,166
Compost Fees	\$ 154,429	\$ 614,604
Recycling	\$ 34,821	\$ 1,389,742
Total	\$ 13,611,495	\$ 12,438,862

Table 2-1 Fiscal Year 2016 Solid Waste Revenue and Expenditures

2.1 Billing

Billing is handled through two separate and independent avenues. Residential billing and permanent Commercial accounts are tracked and billed through the Cheyenne's Board of Public Utilities AS-400 system. Extra pickups and roll-off commercial accounts are entered into the City's Innoprise accounting system.

2.1.1 Tracking Expenditures

The Division's operating expenditures are collected in the Innoprise system. Services performed by other City entities, such as fleet, track time and materials and bill the Sanitation Division through Innoprise.

2.2 Enterprise Fund

The Solid Waste Division operated as an Enterprise Fund which was formed in fiscal year 2015. A five percent franchise fee is charged to the annual budgeted expenditures and transferred to the City's General Fund to help fund each year in equal monthly installments. The Solid Waste Fund is also charged a "Cost Allocation" each year to pay a share of costs associated with City provided services, i.e., Human Resources, City Attorney, Purchasing, Accounting, etc.

Section 3. Tasks

The Consultant will provide, at a minimum, three paper bound copies and an electronic copy of each report identified in the following five (5) tasks mentioned below.

3.0 The City of Cheyenne desires to contract with a reputable and well established Solid Waste firm to help perform the following five (5) tasks.

3.1 Task 1 - Full Cost Accounting (FCA)

Offer technical support, data development, and development of an appropriate FCA system.

The Consultant will evaluate the City's Innoprise System and, if feasible, create a workable budget tracking sheet that tracks the cost of MSW using the following five major FCA Principles as outlined in the Environmental Protection Agency's "Full Cost Accounting in Action: Case Studies of Six Solid Waste Management Agencies":

1. Accounting for costs rather than outlays. An outlay is an expenditure of cash to acquire or use a resource. A cost is the dollar value of the resource as it is used. For example, an outlay is made when a collection truck is purchased, but the cost of the truck is incurred over its active life. The cost of the truck needs to be allocated over the period of its use because every year of use contributes to the deterioration of the truck's value.
2. Accounting for hidden costs. With FCA, the value of goods and services is reflected as a cost even if no cash outlay is involved. The City may have received a grant for improvements or equipment. This equipment must be valued in the FCA analysis.
3. Accounting for overhead and indirect costs to individual solid waste services. FCA accounts for all overhead and indirect costs, including those that are shared with other public agencies (a bulk of solid waste services are tracked and billed through the Board of Public

Utilities). Overhead and indirect costs might include administrative support, billing, data processing, legal services, and purchasing.

4. Accounting for past and future costs, FCA includes past and future costs that often do not appear on annual budgets under cash accounting systems. Past (or upfront) costs are initial investments necessary to implement MSW services such as the acquisition of vehicles, equipment, or facilities. Future (or back-end) costs are costs that will be incurred to complete MSW operations such as landfill closure and post closure care and postemployment health and retirement benefits.
5. Accounting for costs according to activities or paths. There are two ways of disaggregating costs for an entire MSW system. You can focus on the activities that are the building blocks of the system or the paths that MSW follows in the course of integrated solid waste management (i.e., the point of generation through processing and ultimate disposition). Activities include waste collection, operation of transfer stations, transport, waste processing and/or disposal, and the sale of by-products. MSW paths include recycling, composting, and landfill disposal. Both the path and the activity ways of looking at MSW costs can be useful. Understanding the costs of each MSW activity often will be necessary for compiling the costs of the entire system and helps you evaluate whether to provide a service or contract it out. The Consultant should focus on the costs of the different paths. Understanding the full costs of each path is an essential first step in discussing whether to shift the flows of MSW one way or another.

If the Consultant determines the City's current Innoprise system is inefficient to create a workable FCA system that can be used by the Solid Waste Division, the Consultant will recommend and implement software that will track expenses by departments within the Solid Waste Division.

The ideal FCA system would be one that allows each department within the Solid Waste Division to Track their individual expenses monthly. The Departments that need to be able to track their monthly expenses are:

1. Transfer Station
 - a. Residential Collection
 - b. Commercial Collection
 - c. HHW
2. Landfill
3. Compost Facility

3.1.1 Full Cost Accounting Written Report

In addition to the excel spreadsheet, the Consultant will create a written report which will clearly identify detailed service costs and associated revenue requirements by department (i.e., Residential Collection, Recycling, Compost, Landfill, etc.). The departments FCA system should also serve as an important planning and performance analysis tool.

The Consultant will ensure that the budget and accounting system are consistent with the internal and external services provided by the agency.

3.1.2 Semi-annual Update and Annual Report

The Consultant will work with the City Representative to update the budgetary spreadsheet on a semi-annual basis, creating an updated written report at the end of each year for two consecutive years. The report shall include, at minimum, the following:

1. Operating Budget for each division and the full cost for operating and non-operating costs.
2. Revenue generated by each division
 - a. Transfer Station
 - b. Residential Collections
 - c. Commercial Collections
 - d. Landfill
 - e. Compost
3. Future costs and revenue for each division (i.e. new cell construction, equipment replacement).
 - a. Transfer Station
 - b. Residential Collections
 - c. Commercial Collections
 - d. Landfill
 - e. Compost
4. Cost per service and projected revenues/costs.

The Consultant will hold a work shop, once each year for two years, for City Council members interested in the Solid Waste financial report.

3.2 Task 2 - Integrated Solid Waste Management Plan

The purpose of the original Integrated Solid Waste Management Plan (ISWMP) was to evaluate existing waste management systems within the City of Cheyenne, City of Laramie, and Eastern Laramie County Solid Waste Disposal District (ELCSWDD), and identify alternatives that may provide reasonable, cost-effective, and environmentally sound solutions for the next 20 years. The Regional ISWMP effort was mandated by W.S. 35-11-1901. The planning partners contracted with Trihydro Corporation in 2007 to complete the initial ISWMP, presenting economic analysis for five different alternatives. The ISWMP requires an update every ten years in the form of an addendum.

Attachment A is the original ISWMP that was submitted to the Wyoming Department of Environmental Quality (WDEQ) June 12, 2009. The Consultant will review the five alternatives as they pertain to the City of Cheyenne. The Consultant will update the City's ISWMP using the FCA methodologies described in *Full Cost Accounting for Municipal Solid Waste Management: A Handbook* (EPA 1997). The FCA methodology accounts for the time-value of money throughout the life-cycle of a facility, which includes development, operation, and closure/post-closure costs, but does not include remediation, contingent, environmental degradation, or social costs. All costs will be converted to equivalent annual tonnage of waste managed to estimate a cost per ton for the facility.

3.3 Task 3 – Cost Benefit Analysis and Route Optimization

The Consultant will perform a cost benefit analysis of the Residential, Commercial, and Compost collection routes, going from an eight-hour day, five days a week to four-ten-hour days.

3.3.1 Cost Benefit Analysis Report

Consultant will create a report showing the benefits and drawbacks of altering the current five day a week scheduled pick up to a four-ten-hour day schedule. The report should include estimated overtime and equipment costs as well as the number of stops each route should be expected to pick up for Residential and Yard Waste routes.

The Consultant will evaluate the Commercial routes, which are collected up to six days a week, creating a list of containment areas that need to be modified to utilize a front load packer. The City would like to ultimately reduce the number of rear load packer stops and replace them with the more efficient front load packer trucks.

3.3.2 Route Optimization

Consultant will evaluate all current Residential and Yard Waste routes recommending new routes that would create the most efficient routes for a four-ten-hour day schedule. The Consultant will map out the most efficient routes on ArcGIS and include a list of individual addresses associated with each route in the order to be picked up.

3.4 Task 4 – Create an RFP for Routing Software

The City is interested in purchasing commercial Routing Software that tracks equipment performance and collections.

3.4.1 Routing Software Scope of Services

The Consultant will prepare a Scope of Services for a Request for Proposal (RFP) to purchase commercial routing software to aid in MSW collection and billing operations. The Consultant's bid will include the following Scope of Services:

1. Procurement Planning and Strategy Workshop with City Representatives
 - a. Evaluating criteria and weighting
 - b. Scope of Services to be provided by the vendor (i.e. routing software, automatic vehicle locator tracking system, invoicing and customer service software)
 - c. Implementation strategy
 - d. Performance standards and assurances
 - e. Initial and renewal terms of the contract
 - f. Penalties for non-performance
 - g. Other issues pertinent to the procurement
2. Preparation of Procurement Documents
 - a. General terms and conditions of the procurement document, including any standard terms and conditions provided by the City.
 - b. Background information, including explanation of why the procurement document is being developed, historical program data, etc.
 - c. Proposal format and content
 - d. Procurement response forms; including experience, cost, etc.
 - e. Other sections of the procurement document
3. Pre-Proposal Coordination and Addendum Preparation
4. Evaluation of Proposals
 - a. Evaluate if the proposer meets the City's minimum qualifications

- b. Identify if the proposal has provided the requested information and the specific page(s) of each proposal that identifies the requested information
 - c. Evaluate the strengths and weaknesses of each component of the proposals
 - d. Review and evaluate respondent's technical capability (may include such categories as evaluation of proposed equipment, proposed work plan, etc.)
 - e. Review of respondent's experience
 - f. Evaluate cost proposals via Excel model
 - g. Identify questions and negotiation points
5. Reference Community Site Visits
- a. Participate in two site visits
 - b. Recommendation based on site reviews of reference communities

The Scope of Services will also include Route Optimization to be performed at the time of software implementation.

3.5 Task 5 – Compost Facility Report

The Consultant will evaluate the current compost operation and create a written report with recommendations for pricing, product production, and location.

The compost facility report will include the following:

1. Overview of operations
2. Review of composting method(s)
3. Amount of material(s) brought into the facility over the last year by City Residents, County Residents, Contractors, and City Vehicles
4. Tonnage and/or cubic yards of compostable products produced in a year
5. Annual operation costs
6. Annual revenue
7. Price comparison for the region
8. Recommendations to improve efficiency and reduce costs
9. Review and recommend marketing strategies
10. Benefit(s) of moving composting operation from current location to the Landfill
11. Equipment needed to efficiently operate compost operations
 - a. Recommendations for renting equipment vs. owning.

Exhibit B

Compensation

This Exhibit acts as a supplemental information document and is made a part of the Professional Services Agreement (Agreement) entered into by and between the City of Cheyenne, Wyoming (City) and _____.

Items (below) are to be paid for on a unit price/time and materials (T&M), as designated in the following schedule. For all unit price/T&M work, the Consultant shall charge and the City shall pay for actual materials and services rendered at the unit prices listed in the Exhibit or Consultant's standard Schedule of Charges (please attach). In no event shall total contract costs exceed _____ without a written change order signed by both parties.

B.1 Task 1- Full Cost Accounting

Creation of comprehensive Excel spreadsheet for all Solid Waste operations = \$ _____

Full Cost Accounting written report (\$ _____ per year) x 2 = \$ _____

Semi-annual accounting update (\$ _____) x 4 = \$ _____

a) Annual written report (\$ _____) x 2 = \$ _____

Annual workshop with City Council (\$ _____) x 2 = \$ _____

B.2 Task 2 – Integrated Solid Waste Management Plan (ISWMP)

Review ISWMP = \$ _____

Prepare and submit addendum to WDEQ: = \$ _____

Two meetings with WDEQ prior to final addendum submission: = \$ _____

B.3 Task 3 – Cost Benefit Analysis and Route Optimization

Cost Benefit Analysis and Report: = \$ _____

Route Optimization: = \$ _____

B.4 Task 4- Creation of Routing Software RFP

Procurement planning and strategy workshop with City representatives = \$ _____

Preparation of Procurement Documents = \$ _____

Evaluation of Proposals = \$ _____

Reference Community site visits (\$ _____ per visit) x 2 = \$ _____

B.5 Task 5 – Compost Facility

Compost Facility written report = \$ _____

Total price not to exceed:

\$_____

The Consultant agrees to perform all the work mentioned in Exhibit A at a price not exceed the price stated in this document. The work shall be consistent with what should be expected from a professional firm. The Consultant agrees to provide three (3) bounded written reports and electronic copy for each task that indicates a report is required.

The Consultant shall bill the City by work performed in each task. The Consultant will submit the bill, with any back-up documentation, to the City indicating hours performed for each task with a description of work performed by individual(s) for each task being billed.