

**REQUEST FOR PROPOSALS
ADMINISTRATION AND OPERATION OF A
HOUSEHOLD HAZARDOUS WASTE
DROP-OFF PROGRAM**

I. Overview and Intent

The Naugatuck Valley Council of Governments (NVCOG) is requesting proposals for the administration and coordination of a Household Hazardous Waste (HHW) Drop-Off Day Program (Program) to be operated by a licensed hazardous waste management firm (Contractor). The Program will serve 17 of the 19 member municipalities of the NVCOG (Towns). Only those towns who are signatories to the service contract will participate in the Program. NVCOG is issuing this Request for Proposal (RFP) to select a Contractor to operate the Program from February 2019 through February 2020, with three consecutive one-year renewals, if approved by NVCOG.

It is the goal of NVCOG to provide a series of rotating Drop-Off Days at different locations in 17 of its 19 towns. Doing so will maximize the amount of household hazardous waste material collected and to provide residents with a convenient Program, so as to encourage their participation at future household hazardous waste collection events. Material is to be recycled and/or disposed of in an environmentally-responsible way that meets all relevant and applicable federal, state, and local requirements for proper handling, transportation, and recycling/disposal of all of the wastes collected.

NVCOG reserves the right to accept any proposal, reject any and all proposals, and to waive any irregularities.

II. Statement of Work

The Program is designed to provide for the drop-off of household hazardous waste within a one-year period through a series of three (3) separate drop-off day events, each located in a different town. Due to the potential volume increase of generated household hazardous waste that may accompany expansion from 11 participating Towns in the current NVCOG HHW Program to 17 Towns, renewal options will include conducting either three (3) or four (4) annual collections. Subsequent drop-off days may be scheduled at the discretion of NVCOG and the Towns with the agreement of the Contractor. NVCOG will notify the Contractor no later than 30 days prior to the scheduled drop-off day if they choose not to hold the collection. All work required for material drop-off, identification, segregation, packaging, labeling, manifesting, transportation, and disposal shall be conducted by the Contractor at the Contractor's expense. All materials, including without limitation, packaging materials, dumpsters, equipment, and personnel, shall be supplied by the Contractor at Contractor's expense.

A. Locations and Program Schedule

Attachment A is a map of participating Towns. Each event will take place at a different drop-off site in the region. The sites will be determined by NVCOG no later than four weeks prior to the scheduled event date. The Program schedule for the contract period includes three events, one each in the spring, summer, and fall, with an optional fourth collection at NVCOG’s discretion included in each of the three one year contract renewal options. For each event, the Contractor must be on site, set-up, and ready to accept vehicles by 8:00 a.m. Attachment B is a map of all towns participating via Addendum 1 with a single location for the annual drop-off day.

B. Municipal Populations

Populations and number of households of the 17 municipalities potentially participating in the Program are as follows, based on the U.S. Census Bureau ACS 2012-16:

Municipality	Population	Housing Units
Ansonia	18,950	7,486
Beacon Falls	6,075	2,678
Bethlehem	3,492	1,547
Bristol	60,437	26,917
Cheshire	29,254	10,623
Derby	12,755	5,479
Middlebury	7,606	2,898
Naugatuck	31,625	12,808
Oxford	12,916	4,620
Prospect	9,720	3,409
Seymour	16,540	6,619
Southbury	19,727	8,529
Thomaston	7,699	3,175
Waterbury	109,211	46,525
Watertown	22,048	8,842
Wolcott	16,707	6,070
Woodbury	9,723	4,514
Total	447,390	184,984

C. One-Day HHW Collections – Participation

Two-year figures for past attendance record for the one-day HHW collections serving towns that will participate in the NVCOG HHW program are specified in the tables below:

Host Municipality	Date	Number of Vehicles	HHW Vehicles	Paint Only Vehicles
Thomaston	September 2018	508	403	105
Oxford	July 2018	438	351	87
Middlebury	April 2018	602	457	145
Watertown	September 2017	378	306	72
Naugatuck	July 2017	480	338	142
Southbury	April 2017	739	581	155

These collections served the municipalities of Beacon Falls, Bethlehem, Naugatuck, Middlebury, Oxford, Southbury, Thomaston, Waterbury, Watertown and Woodbury. Cheshire residents also participated in the July and September 2018 collections.

Host Municipalities	Date	Bristol	Prospect	Wolcott
New Britain-Bristol	October 2016	231	2	12
Wolcott-Southington	September 2016	13	3	109
Plainville-Meriden-Burlington	April 2016	100	7	6
New Britain-Bristol	Sept.-Oct. 2015	339	5	5
Prospect-Southington	September 2015	15	237	6
Plainville-Plymouth	April-May 2015	107	2	5

These collections served the municipalities of Berlin, Bristol, Burlington, Meriden, New Britain, Plainville, Plymouth, Prospect, Southington and Wolcott and represents the latest collection data available from the program.

Date	Ansonia	Derby	Seymour	Total
November 2018	190	103	64	357
November 2017	194	108	137	439

These collections were held in Ansonia, CT.

Although NVCOG and the municipalities will make reasonable efforts to advertise each one-day HHW collection, we cannot guarantee any minimum or maximum level of participation.

Wastes to be Accepted or Excluded

The list of household hazardous waste materials accepted and not accepted is included as Attachment B in this RFP. This listing is a general guide of materials and is not to be considered as an all-inclusive list. All waste must be in the original labeled container.

If the waste is not in its original container, the Contractor may, at its discretion, accept the material, provided that the participant can provide information sufficient to ensure proper identification, packaging, and disposal of the waste material. The decision to accept such material is entirely at the discretion of the Contractor, and the Contractor shall assume any and all liability related to or in any way arising out of such decision. In accordance with the provisions of Section III.A.2. hereof on Indemnification, the Contractor shall indemnify and hold harmless the parties covered by that section, for any liability incurred by such parties as a result of such decision. WASTES GENERATED FROM NON-RESIDENTIAL SOURCES WILL NOT BE ACCEPTED IN THIS PROGRAM, EXCEPT THROUGH PRIOR ARRANGEMENT.

D. Day Conference, On-Site Manager and On-Site Employees

To provide an efficient and economical program, an optional pre-drop-off-day conference may be held prior to each drop-off-day. The Contractor, Sub-Contractors, NVCOG's Coordinating Agent, and the Host Town's coordinator should be represented. These conferences will serve as final review of work plans, traffic logistics, and any recent developments in site layouts or drop-off Program particulars. The conferences will be scheduled at a mutually convenient time and will be held at the drop-off site

In addition, the Contractor shall provide the resume of its on-site manager for review and approval a minimum of 48 hours before the event. The Contractor shall also provide training certificates for all its employees who are on-site to ensure necessary training and qualifications. NVCOG reserves the right to have its on-site coordinator have Contractor employees removed from site or prohibited if necessary.

III. Contractor's Responsibilities

A. Management

The Contractor will be the "generator" of all the household hazardous waste dropped off at each of the drop-off sites and will be responsible as such for assuming any and all liabilities and responsibilities under state and federal laws pertaining to the generation, transportation, or disposal of hazardous waste, as well as any and all other relevant and applicable state and federal environmental laws, including but not limited to the Resource Conservation and Recovery Act (RCRA), 42 United States Code (USC) Section 6901 et seq., the comprehensive Environmental Response Compensation and Liability Act (CERCLA or Superfund), 42 USC Section 9602 et seq., chapter 445 of the Connecticut General Statutes (CGS) Section 22a-114 et seq. and CGS Section 22a-449 et seq. and regulations promulgated under all such statutes. The services to be performed by the Contractor include, but are not limited to: a) the full and thorough operation of each drop-off site, which includes full compliance with all local, state, and federal environmental and Occupational Safety and Health Act (OSHA) statutes and regulations; b) the receiving, consolidating, loading, transportation, and disposal of household hazardous waste generated from operating these

sites; and c) providing material and equipment for handling, labeling, loading, and transporting hazardous waste received at these sites.

The Contractor is responsible for securing any and all state or federal permits necessary to conduct the One-Day HHW Collections, including but not limited to all permits from the Connecticut Department of Energy & Environmental Protection (DEEP) and the United States Environmental Protection Agency (EPA).

In addition, the Contractor must have, or alternatively, must ensure that its subcontractor has a) a number issued by the EPA identifying the Contractor or Subcontractor, as applicable, as the generator for the drop-off day b) a responsible agent on-site at each collection who is familiar with all requirements of the Contract and c) a sufficient number of trained employees or agents at the drop-off location on the drop-off day, to identify, accept, place in containers, load, and remove any waste collected.

1. Insurance

The Contractor shall be required to maintain at its own expense during the term of the Contract the following insurance covering any claims incurred or arising during the term of or as a result of the Contractor's performance under the Contract. The insurance must be issued by companies authorized to do business in the State of Connecticut and having agents upon whom service of process may be made in the State of Connecticut and shall contain at a minimum the following provisions, coverage, and policy limits of liability:

a. General Liability. General Liability insurance shall include blanket contractual coverage and the limits of liability provided by such policy or policies shall be no less than One Million Dollars (\$1,000,000.00) bodily injury and property damage per occurrence, and an amount not less than Two Million Dollars (\$2,000,000.00) aggregate. NVCOG and Towns must be named as additional insureds.

b. Automobile Liability. Automobile Liability Insurance with limits of not less than Five Million Dollars (\$5,000,000.00) combined single limit, including coverage for owned, non-owned, hired and/or borrowed vehicles.

c. Pollution Liability. Pollution Liability Insurance with a per occurrence minimum limit of liability of not less than One Million Dollars (\$1,000,000.00), extending to all phases of Contractor's performance under the Contract.

d. Workers' Compensation and Employer's Liability. Workers Compensation Insurance as required by Connecticut law and Employers Liability Insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence, Five Hundred Thousand Dollars (\$500,000.00) Disease policy limit, and One Hundred

Thousand Dollars (\$100,000.00) Disease each employee.

The Contractor shall furnish to NVCOG a Certificate of Insurance for each of the above referenced policies. Such certificates must contain information regarding the policies in force, policy numbers, limits and starting and expiration dates and a provision for notification to NVCOG thirty (30) days in advance of any material change in coverage or cancellation. The acceptance by NVCOG of certificates indicating the limits of coverage under any policy or policies shall not limit the liability of the successful Contractor. NVCOG and Towns must be named as additional insureds. If any insurance policy is canceled for nonpayment of premiums, NVCOG shall have the right to pay any such premiums and deduct the amount thereof from amounts due to the Contractor under the Contract. In addition, if the Insurance Certificate indicates self-insured retention below the minimum levels of insurance set forth herein, NVCOG may require proof of financial responsibility and/or other security.

The foregoing insurance requirements are required to be included in the Contract between NVCOG and the selected Contractor. Insurance requirements acceptable to NVCOG are required to be included in any agreements between the Contractor and Sub-contractor(s), and Sub-contractors shall be required to name NVCOG and the Towns as additional insureds.

2. Indemnification

The Contractor shall indemnify, hold harmless, and defend NVCOG and the Towns, their officials, employees, agents, and volunteers against any and all liabilities, claims, penalties, fines, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which may be alleged against NVCOG and Towns or which NVCOG and Towns may incur, become responsible for, or pay out 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 caused by, out of, or in any manner connected with the wastes accepted by the Contractor on drop-off day. The Contractor shall be liable for and indemnify NVCOG and Towns from and against any injury or loss whatever resulting from the negligent or intentional act or omission of any employee, Sub-Contractor, or Sub-subcontractor, or agent of the Contractor in the performance of or failure to perform the Contract, or from the failure or inadequacy of any equipment, including, without limitation, containers, of the Contractor. The foregoing Indemnification provision will be included in the Contract between NVCOG and the selected Contractor and is required to be incorporated in all agreements with Sub-contractors.

B. Operation

1. Work Plan Contents

An overall comprehensive written Work Plan is required to be filed prior to execution of the contract. This Work Plan must outline in detail the Contractor's intent from the beginning of the site preparation, to the cleanup and restoration to original condition of the site and to the final shipment of waste material. A comprehensive written plan of how materials dropped off under the Program will be recycled/disposed shall be submitted with the Work Plan. Changes to the Work Plan specific to each drop-off event will be discussed and approved by the Contractor, NVCOG and the Towns during the pre-event conferences. NVCOG's approval of this plan is neither an assurance nor an assumption of responsibility for the adequacy of compliance with local, state, or federal authorities.

2. Set Up Provisions

The Contractor shall have available sufficient material to handle and process the maximum volume of waste anticipated. This shall include, but not be limited to, safety equipment, cleanup equipment, rain protection, protection against spillage, an impermeable ground cover barrier (tarp, sheet plastic, etc.) to protect all areas including the vehicle drop-off area and the interior of all dumpsters. Tenting for the Contractor's work area shall be required for all drop-off sites regardless of weather. The Contractor shall totally complete the preparation of the work site as outlined in its Work Plan by 8 a.m. on the morning of the event, prior to receiving any waste, to ensure the safe and smooth flow of participants. If the Contractor so chooses and NVCOG agrees, site preparation may be done in advance. Processing materials will conclude with that contained in all resident vehicles that are on site by 2 p.m. The site shall be restored to its original condition and vacated by 4:00 p.m. of the drop-off day.

The Contractor, working with the Coordinating Agent, is responsible for establishing the vehicle flow pattern to assure a smooth and efficient flow of participants. The Coordinating Agent for NVCOG will coordinate traffic control with the Contractor during the pre-event conference.

The Contractor is responsible for providing a tent to be used as a cover for processing materials, a forklift, and all other equipment needed to conduct the drop-off day. The Contractor is responsible for all travel expenses, lodging, meals, and other costs to mobilize a sufficient labor force by 8:00 a.m. at the drop-off site on the drop-off day.

3. Waste Processing Provisions

The Contractor shall provide packaging materials in a quantity and of a quality sufficient to handle the maximum volume and the type of waste anticipated. This shall include, but is not limited to: drums, cartons for fluorescent lamps, absorbent materials, and labels. The Contractor, at no expense to NVCOG, will retain unused packaging material. The Coordinating Agent for NVCOG, at their discretion, may witness and/or inspect the packaging performed by the Contractor.

The Contractor shall provide duly trained and certified supervisory and technical staff necessary to package, label, and process all of the waste received in such fashion to meet the specifications of the final disposal facility. The Contractor will screen the participant's waste material for acceptability prior to removing it from their vehicle. Unacceptable waste shall be rejected and remain in the participant's vehicle. Acceptable waste shall be removed from the participant's vehicle and brought to the Contractor's presorting area for further processing. The Contractor's on-site supervisor will be responsible for ensuring that its staff and agents are in compliance with all terms of the contract and work plan while on site.

After packaging, the Contractor will load the waste materials and prepare the necessary waste manifests. **The Contractor and/or its agents are the only individuals allowed to handle waste materials.** Before leaving, the Contractor and Coordinating Agent will inspect the site to ensure it is returned to its original condition.

4. Reporting and Invoicing

The Contractor will provide a report within 15 days of each drop-off day, detailing the number of participants and the amount and type of waste collected, to NVCOG after each event. The report will include fully-signed manifests documenting the transport of all waste collected at the event. One invoice will be submitted to NVCOG within 30 days of the Collection Event, which will be payable within 30 days of receipt by NVCOG.

The Contractor shall also provide NVCOG with a summary of the types, quantities, and container sizes for all wastes collected on each drop-off day. A separate summary report listing final disposal sites for the wastes shall accompany the above report along with the types and methods of disposal used.

C. Hazardous Waste Transportation and Disposal

The Contractor shall provide a complete listing of all permitted disposal sites that will be used for the final disposal of wastes obtained from the Program. Each site shall be identified by name, location with applicable state and/or federal identification numbers. For each disposal facility, the Contractor shall provide all information regarding notice of claims or violations under State and Federal Environmental Laws. NVCOG must be notified when disposal sites are added or deleted from the above referenced list.

D. Paintcare Coordination

Should the Contractor not be currently registered to participate in the Paintcare Program, it shall be required to coordinate on site collection and disposal with the program for all Household Hazardous Waste collection events.

E. Additional Contractor Duties

The Contractor shall provide one (1) waste dumpster and one (1) cardboard dumpster for

the removal of waste packaging materials, containers and other non-hazardous waste generated by the participants and Contractor. The Contractor will provide one (1) police officer for crowd and traffic control. The Contractor's on-site supervisor will be responsible for tracking the amount of waste as it is removed from each vehicle.

IV. NVCOG's Responsibilities

A. Coordinating Agent

NVCOG will provide a Coordinating Agent at all drop-off days. This Coordinating Agent will be responsible for volunteer training and overall site operations and will work with the Contractor to ensure a safe and efficient drop-off day. The Coordinating Agent will monitor the tracking of waste by the Contractor. The Coordinating Agent will work in cooperation with the Contractor to minimize, to the fullest extent possible, the participant wait for dropping off waste. All inquiries by the Contractor regarding this Program shall be addressed to the Coordinating Agent.

B. Volunteers

NVCOG and the participating towns will provide and train volunteers for registration and traffic lane segregation at each drop-off site.

V. Contract Terms/ Other Information

A. Time Period of Contract

NVCOG is requesting Responses to the RFP to operate the Program for a one-year period from February 2019 through February 2020, with the option to renew the contract for three consecutive one-year renewals that provide the option of one additional collection at the discretion of NVCOG.

B. Payment

The Coordinating Agent will coordinate payments to the Contractor based on completion of individual site drop-off programs. A detailed requisition containing copies of quantity, type, final disposal treatment, transportation logs, manifests, and any permits required for all of the household hazardous waste generated at the site, is to be submitted to the Coordinating Agent for review and approval prior to payment. If approved, the Coordinating Agent will coordinate payment to the Contractor of those funds requested for that particular drop-off site only.

C. Termination of Contract

The Contract may be terminated by either party upon 30 days written notice, by mutual consent or in the event of persistent failures of performance of the material terms and conditions of the Contract by the other party through no fault of the terminating party or in the event of failure to cure any material default within 10 days after notice. In addition, individual towns may elect not to participate in a particular drop-off day due to municipal financial constraints. Individual towns may elect to no longer participate in the program with each renewal option.

D. Equal Opportunity, Non-Discrimination, etc.

Pursuant to the provisions of Public Act No. 91-58 of the 1991 Session of the Connecticut General Assembly, (1) the Contractor agrees and warrants that in the performance of the contract it (Individual, Partnership or Corporation) will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f of the general statutes and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f of the general statutes; (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56 of the general statutes.

The successful Contractor agrees that it will not discriminate against or permit any discrimination against any employee or applicant for employment on the grounds of race, color, religious creed, mental or physical disability, age, marital status, national origin, sex, mental retardation or physical disability, including, but not limited to blindness, unless it is shown that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Contractor shall include the provisions of subsection (1) above in every subcontract or purchase order entered into in order to fulfill any obligation of the contract with NVCOG to include the state and any or all municipalities named as obligee in the contract and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by

regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

E. Federal and State Occupational Safety and Health Act

For the safety and protection of all employees, the Contractor shall keep itself fully informed and currently up to date and comply with all provisions of the Department of Labor, Occupational Safety Administration, Title 29 Code of Federal Regulations Chapter XVII Parts 1910 "General Industry Standard" and Part 1926 "Construction Industry Standards" and such standards as adopted and promulgated by the State of Connecticut under C.G.S. Chapter 571.

The Coordinating Agent or his/her authorized representative may order any violations of the standards corrected immediately as they pertain to the safety and health of Contractor employees, Sub-contractors, or volunteers of NVCOG or Towns in the performance of their duties relative to the contract. Failure of the Contractor to correct the violation(s) shall be cause to order all work under the contract to be suspended. Such an order shall not be cause for a claim by the Contractor for lost time and/or other damage. Furthermore, failure of the Contractor to correct the violation(s) within a reasonable time after notice from NVCOG shall be grounds for NVCOG to terminate the contract, and in this event the Contractor shall be liable for all damages which arise as a result of said termination.

Nothing in this Section shall be construed to relieve the Contractor of his responsibilities as an employer under the Act or to constitute NVCOG or the Towns as employers under the Act. Any fines or penalties imposed on NVCOG or Towns resulting from violations on the job of the standards promulgated by the Act shall be paid by the Contractor. The failure of the Coordinating Agent to order corrected a violation of the standards shall not constitute a waiver of such violation and it may be ordered to be corrected subsequently at any time.

VI. Proposal Information

A. Information to be Provided

Information in the Response to the RFP must use the following RFP Response Forms:

1. RFP Response Form #1 of 2 Contractor Company Information
2. RFP Response Form #2 of 2 Household Hazardous Waste Cost Details 1 and 2

In order to evaluate the Responses to the RFP in a uniform way, NVCOG has provided RFP Response Form #2 of 2 that should be used for responding to the pricing portion of the RFP.

NVCOG encourages Contractors to respond with the most cost-effective approach that the Contractor has available which meets the requirements of the Contract. If the Contractor designs a Program that includes a pricing approach that differs from the one outlined on RFP Response Form #2 of 2, the Contractor should first respond in accordance with the RFP and then offer an alternative in a format that will best portray its pricing approach. This RFP is not intended to unnecessarily constrain contractors to respond in a uniform manner.

3. Contractors should include details regarding 1) standard operating procedures for conducting the actual drop-off day, 2) a safety plan which includes details on measures taken to prevent spills, and actions to be taken in the event of a spill.

4. In addition, Contractors may include a narrative describing 1) any additional wastes that are not acceptable other than those listed in this RFP; and 2) alternative or creative approaches for handling the collected materials such as a) material recycling instead of disposal, b) on-site consolidation of aerosols (instead of lab packing) with subsequent recycling of the metal can, etc., as long as these approaches are environmentally responsible and meet all state and federal requirements for handling of the material from collection to final destination or disposal.

All Responses to the RFP must minimally provide information requested in Response Form # 1 of 2 and RFP Response Form #2 of 2. Responses to the RFP not including this information are incomplete and may not be considered for final evaluation. All Responses to the RFP must be submitted to:

Naugatuck Valley Council of Governments
49 Leavenworth St., 3rd Floor
Waterbury, CT 06702

and received no later than **12:00 noon on Friday, December 14**. Responses to the RFP must be placed in a sealed envelope labeled: RESPONSE TO RFP for Operating a Household Hazardous Waste Drop-off Program.

NVCOG assumes no liability for Responses to the RFP not received by the time set forth above or for Responses to the RFP, which are incorrectly labeled on the envelope.

B. Withdrawal of Responses to RFP

No Response to the RFP may be withdrawn for a period of 30 days after the opening date, unless written consent of NVCOG has been requested and received. A Response to the RFP may be withdrawn prior to the opening of the Response.

C. Opening of Responses to RFP

All Responses shall be opened at 12:00 noon on Monday, December 17. All Responses received by the deadline, which are properly labeled, shall be held by NVCOG and remain unopened until the time and date set forth herein.

D. Questions

Any questions regarding this Request For Proposals should be directed to John DiCarlo, Municipal Shared Services Coordinator via email at jdicarlo@nvcoct.org. Responses to all questions will be summarized on the NVCOG website (www.NVCOG.org) for the benefit of all potential bidders. Clarifications or questions will not be accepted after Friday, December 7, 2018.

E. Award of Contract

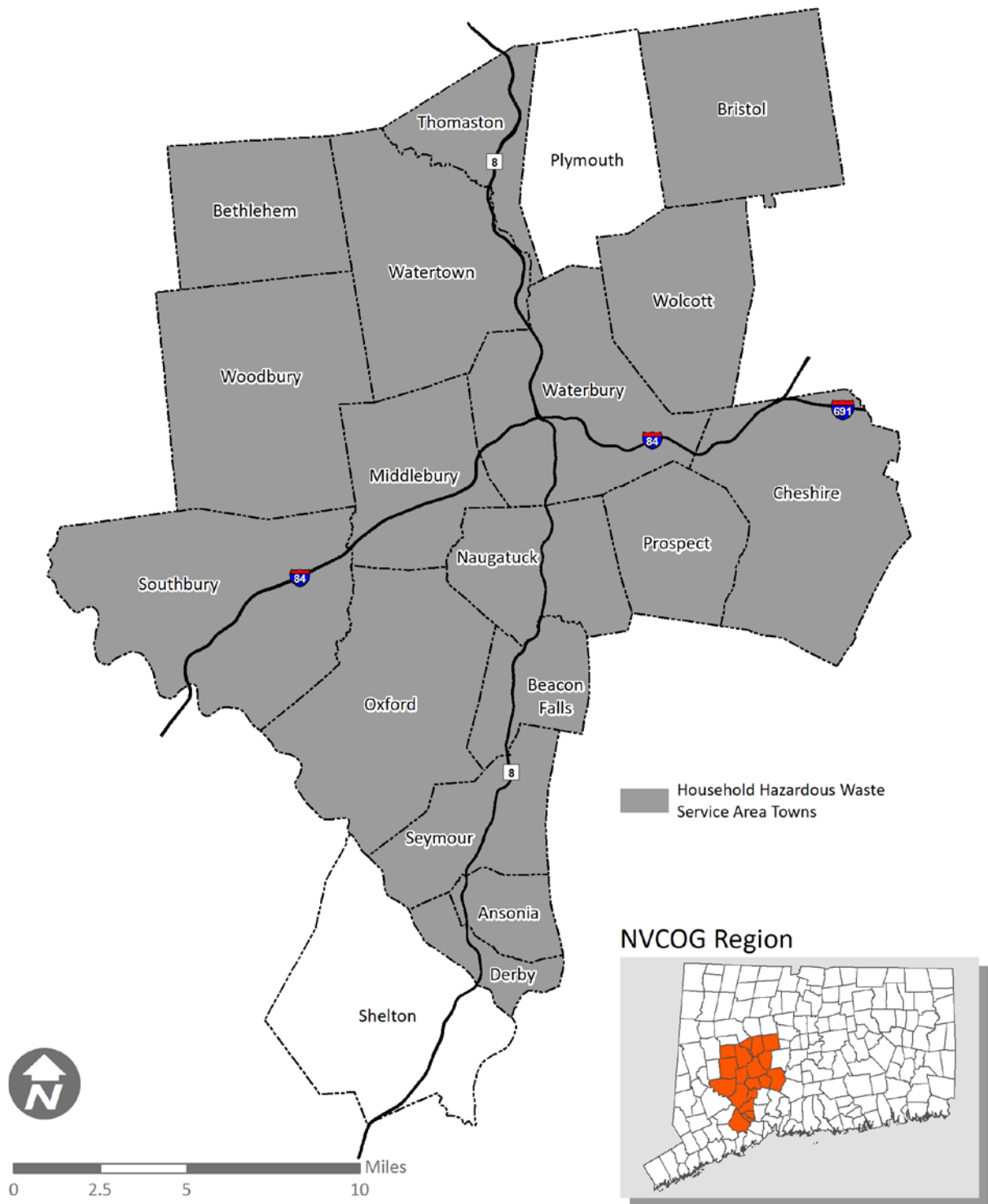
The Contract will be awarded to the lowest responsive and responsible responder on or about February 1. "Lowest responsive and responsible responder" is that firm whose Response to the RFP is lowest, who is qualified and competent to furnish the requested services, whose Program is deemed to offer the most satisfying level of service, whose specifications are satisfactory to the Towns of the Region and whose Response to the RFP forms and documents comply with the procedural requirements of this Request for Proposal.

NVCOG shall have the right to choose a Contractor who has submitted an alternate plan or proposal that is deemed by NVCOG to best serve the public interest. NVCOG also reserves the right, in its own discretion, to accept or reject any and all responses, to waive any irregularity and/or informality in any response and to request and receive additional information from any Contractor when such acceptance, rejection, waiver or request is in the best interest of NVCOG and the Towns.

F. Additional Information

NVCOG may request and the Contractor, upon such request, shall supply additional information as is determined necessary for NVCOG to evaluate the Contractor's Response to the RFP.

Attachment A:
Naugatuck Valley Region
Household Hazardous Waste Program Service Area



ATTACHMENT B: Accepted Materials

Home Materials *Kitchen*

- Drain cleaners
- Oven cleaners
- Floor cleaners
- Waxes, polishes, and cleaners

Bathroom

- Toilet bowl cleaners
- Fingernail polish removers
- Disinfectants
- Hair color
- Aerosol deodorant

Laundry

- Spot removers
- Spray starch
- Chlorine bleach

General Household

- Oil based paint *
- Lighter fluid
- Paint thinners, strippers, and removers
- Wood varnishes, strippers, and sealants
- Turpentine
- Rug & upholstery cleaners
- Aerosol cans
- Adhesives
- Lacquer thinner
- Carbon tetrachloride
- Chlordane
- Lead based paints
- Acids and bases
- Oxidizers
- Chemicals
- Chemistry sets
- Photo chemicals
- Mothballs
- Septic tank degreasers
- Wood and metal cleaners and polishes
- Rust preventatives

General Household (Cont.)

- Fluorescent light bulbs
- Alkaline Batteries
- Mercury thermometers

Automotive Materials

- Automotive transmission, fuel, and oil additives
- Grease and rust solvents
- Carburetor and fuel injection cleaners
- Gasoline and diesel fuel
- Freon
- Brake fluid
- Starter, lubricating, and radiator fluids
- Antifreeze

Yard and Garden Materials

- Fertilizers
- Pool Chemicals
- Insecticides
- Sevin
- Pesticides
- Herbicides
- Poisons
- Fungicides/wood treating chemicals
- Flea/tick powder or spray

* *Subject to paint product stewardship program. Effective 7/1/13. Visit PaintCare.org for more information.*

(Attachment B, Cont.)

Materials NOT Accepted

Water-based (Latex) paints and stains*
Latex-based sealers
Non-hazardous solids (caulk, joint compound, etc.)
Waste motor oil
Car and lead acid batteries
Tires
Empty aerosols or other empty containers of any kind, including fire extinguishers
Smoke detectors
Shock sensitive materials
Radioactive materials
Compressed gas cylinders
Asbestos
Lead dust
Sand blasting grit
Explosives (ammunition, fireworks, explosives, flares, picric acid, etc.)
PCBs, DDT
Dioxin/dioxin forming materials (pentachlorophenol), pesticides containing 245 T, Silvex
Infectious and biological wastes (as defined by the CT State Department of Health)
Medicines/syringes
Commercial or industrial waste, except CESQGs through prior arrangement
Wastes that are illegal to dispose in the United States and/or the State of Connecticut
Any other Household Hazardous Waste which is not acceptable to the Contractor and is identified as such in the Contractor's proposal

If other materials are presented that are deemed not acceptable for disposal by the Contractor in accordance with NVCOG's guidelines for acceptability of such waste, they shall be returned to the participant without cost or liability to NVCOG.

* *Subject to paint product stewardship program. Visit PaintCare.org for more information.*

I. Proposal Information

G. Information to be Provided

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6. RFP Response Form #2 of 2 Household Hazardous Waste Cost Details 1 and 2

In order to evaluate the Responses to the RFP in a uniform way, NVCOG has provided RFP Response Form #2 of 2 that should be used for responding to the pricing portion of the RFP.

NVCOG encourages Contractors to respond with the most cost-effective approach that the Contractor has available which meets the requirements of the Contract. If the Contractor designs a Program that includes a pricing approach that differs from the one outlined on RFP Response Form #2 of 2, the Contractor should first respond in accordance with the RFP and then offer an alternative in a format that will best portray its pricing approach. This RFP is not intended to unnecessarily constrain contractors to respond in a uniform manner.

7. Contractors should include details regarding 1) standard operating procedures for conducting the actual drop-off day, 2) a safety plan which includes details on measures taken to prevent spills, and actions to be taken in the event of a spill.

8. In addition, Contractors may include a narrative describing 1) any additional wastes that are not acceptable other than those listed in this RFP; and 2) alternative or creative approaches for handling the collected materials such as a) material recycling instead of disposal, b) on-site consolidation of aerosols (instead of lab packing) with subsequent recycling of the metal can, etc., as long as these approaches are environmentally responsible and meet all state and federal requirements for handling of the material from collection to final destination or disposal.

All Responses to the RFP must minimally provide information requested in Response Form # 1 of 2 and RFP Response Form #2 of 2. Responses to the RFP not including this information are incomplete and may not be considered for final evaluation. All Responses to the RFP must be submitted to:

RFP Response Form #1 of 2
Contractor Company Information

Name of firm:

State in which organized: _____

1. The firm is qualified to do business and is in good standing in the State of Connecticut:

Yes_____ No_____

2. The firm is in good standing with the:

US Internal Revenue Service: Yes_____ No_____

Connecticut Department of Labor: Yes_____ No_____

US Department of Labor: Yes_____ No_____

Name of Parent Company/Companies:

Address of principal office:

Address of office that will manage the Program:

Number of employees in the firm:

Number of employees in office that will manage this Program:

Name, address, and telephone number of person to receive notifications and to reply to
NVCOG's inquiries:

RFP Response Form #1 of 2 (continued)

Company Experience

1. Copies of local, state, and federal licenses and permits pertaining to the drop-off, handling, packaging, transportation, and disposal of hazardous materials are enclosed:
Yes _____ No _____
2. Our company is thoroughly familiar with industry-accepted practices for segregating, classifying, and packaging "laboratory chemical reagents waste" into "lab packs":
Yes _____ No _____
3. Our company is thoroughly familiar with Connecticut DOT, EPA, and OSHA requirements for proper labeling, packaging, transporting and manifesting of household hazardous waste:
Yes _____ No _____
4. Our company is thoroughly capable of utilizing labeling, packaging, and segregation techniques that will meet the requirements of the final disposal facilities and assure acceptance of the waste at those sites:
Yes _____ No _____

Please attach a separate sheet with responses to the following.

5. Listing of any violations or alleged violations of any local, state or federal environmental laws.
6. Describe experience in managing and operating similar collections, with appropriate references including (a) dates and locations of collections, (b) name, agency name, and phone number of person to contact.
7. If any of the work under the Contract is proposed to be performed by Sub-contractor, identify each Sub-contractor, the work to be performed by such Sub-contractor, the experience of the Sub-contractor, and appropriate references, including (1) dates and locations of collections and (2) name, agency names and addresses, and phone number of contact person.
8. Does your company have a plan to participate in the coordination and/or operation of the paint product stewardship program set to begin July 1? If yes, please describe

RFP Response Form #1 of 2 (continued)

Staff Experience

Names of key personnel who will be assigned to this Program (attached resumes must include: 1) educational background, academic degrees, professional associations, 2) current job title, responsibilities and type of work performed, 3) experience with programs similar to this Program.

Please include resumes.

Supervisor's name: _____

Chemist's name: _____

RFP Response Form #2 of 2

Cost Detail 1

Setup Fee				
Other Fees				
Disposal Cost by Type	Container Size	Packing Method	Disposal Method	Price Per Unit
LP Aerosols	Y3 Box			
Bulk Flammable Liquids	55 Gallon			
LP Flammable Liquids	Y3 Box			
LP Propane	55 Gallon			
LP Flammable Solid	5 Gallon			
LP Oxidizer	55 Gallon			
LP Organic Peroxide	5 Gallon			
LP Mercury	5 Gallon			
LP Pesticide Liquid	55 Gallon			
LP Pesticide Solid	55 Gallon			
LP Corrosive Acidic	55 Gallon			
LP Corrosive Basic	55 Gallon			
Bulk Antifreeze	55 Gallon			
LP Bulbs	Per Linear Foot			
LP Compact	Per Bulb			
Alkaline batteries	55 Gallon			
Nickel Cadmium batteries	5 Gallon			
Lithium batteries	5 Gallon			

LP Metal Hydride	5 Gallon			
Add Other Items Below				

RFP Response Form #2 of 2 (continued)
Cost Detail 2

AFFIDAVIT OF RESPONDER

STATE OF _____

ss. at

COUNTY OF _____

_____ deposes and says:
(Name of Affiant)

- 1) That he/she is _____ (representative capacity) of the party submitting the foregoing bid;
- 2) that such bid is genuine and not collusive or a sham;
- 3) that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person to fix the bid price of affiliate or any other bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder or to secure any advantage against NVCOG or any person interested in the proposed Contract;

- 4) that all statements contained in such proposal or bid are true;
- 5) that no person other than those named herein are interested in this bid or in the Contract to be awarded pursuant to the Response to the RFP; and
- 6) that no person acting for or employed by the NVCOG is now or will hereafter be directly or indirectly interested therein or in any portion of the profits thereof in any manner which is contrary to law or is unethical.

Name of bidder if the bidder is an individual

Name of partner if the bidder is a partnership

Name of officer if the bidder is a corporation

Subscribed and sworn to before me, the undersigned, this ____ day of _____, 2018

Notary Public/ My Commission Expires