

REQUEST FOR PROPOSALS

HOUSEHOLD HAZARDOUS WASTE DISPOSAL SERVICES

for the

Connecticut River Estuary Region Hazardous Waste Facility

November 26, 2019

INTRODUCTION

The Lower Connecticut River Valley Council of Governments (“RiverCOG”) is requesting proposals for the operation of its Connecticut River Estuary Region Household Hazardous Waste Collection Facility (hereinafter the "Facility"). Operation of the Facility entails the collection and disposal of household hazardous wastes by a licensed hazardous waste management firm (hereinafter the "Contractor"). The Facility serves ten (10) participating municipalities from a permanent location for drop-off of household hazardous waste located at 5 Dump Road, Essex, Connecticut. The Facility operates from April to October approximately 12 days out of the year. During the operating season, four satellite collections will be offered to residents of an additional six (6) member municipalities.

Interested Contractors should submit proposals covering the scope of services delineated in this Request for Proposals to the Lower Connecticut River Valley Council of Governments which is acting as agent for the participating municipalities, not later than **11 A.M. on Monday, December 23, 2019**. All pertinent information, concerning the Contract, will be listed on the RiverCOG website, www.rivercog.org/currentRFQ.html. Proposals for service should be for a three-year period, with two one-year renewal options. Contractor services are to begin March 2020 with the first collection on a Saturday, April 2020, and conclude for the season on a Saturday, October 2020.

It is the intention of the RiverCOG, and the participating municipalities that the Facility be operated by the Contractor in an efficient, flexible, and safe manner to provide the best and most cost-effective service possible.

PROJECT DESCRIPTION

The Facility will serve the residents of ten municipalities in the southern portion of the Lower Connecticut River Valley Region, and the satellite collections will include additional municipalities. The Facility will be open for household hazardous waste collections approximately 12 days per year from April through October. The Facility will also provide four, one-day satellite collections off-site for residents of the six municipalities that are not served by the Facility in Essex. Household hazardous wastes will be accepted from residents of the participating towns on Saturday mornings between the hours of 9 AM and 1 PM. Attachment A lists the participating municipalities, and the number of households per municipality. Collections will not be scheduled during Memorial Day, Independence Day, and Labor Day weekends.

Waste materials accepted at the Facility include household hazardous wastes as defined by the US Environmental Protection Agency (EPA), as well as antifreeze, waste oil, various types of batteries, and fluorescent bulbs. However, the RiverCOG is participating in the PaintCare State program, where selected oil base and latex paints will be accepted as part of the PaintCare program. The oil base and latex paints will be transferred to containers supplied by paint manufacturers; they will not have to be poured off and only sorted to oil or latex. Typically, contractor personnel receive and pack the wastes for transportation to a permitted site for final disposal.

Partial containers of hazardous waste can be stored in an appropriate section of the facility's hazardous materials safety storage building for further consolidation with other compatible wastes until the container is full. No hazardous wastes may be stored at the facility longer than 90 days and all stored hazardous wastes must be removed from the premises by the Contractor at the close of the operating season. In no event will the number of drums remaining in the facility at the end of any collection event exceed the maximum allowed under the permit. An estimate of the yearly total volume of waste collected at the facility for the 2018 season is labeled as Attachment B. All non-hazardous waste disposal dumpsters (e.g., cardboard containers, empty cans and bottles, etc.) are supplied and removed by a local contractor.

The Facility includes a secure 8' x 24' hazardous materials storage structure meeting applicable government standards and regulations. The waste storage building is divided into three compartments by fire-rated interior walls to permit segregation of chemically incompatible materials: flammable and combustible materials; acids and oxidizers; and bases. The site includes a canopied area for HHW collection and consolidation activities, collection containers for MSW, and a shed for the Operations Coordinator to store needed supplies. In addition to the canopy, the collection area is graded so that any spills are maintained in the area. The use of polyethylene sheeting and a perimeter of absorbent pads are required to control spills which may occur within the collection area during operating hours. There is no storm drainage system for the Facility.

The Facility is equipped with a leak detection and alarm system for the HHW storage building. It is also equipped with lighting, electrical services, and an eye wash station. The Facility is enclosed within an eight-foot high chain-link fence and a secondary locking of the storage building. The fence is equipped with locking gates and warning signs posted along the perimeter.

The Facility will be inspected by the Contractor on each operating day, prior to accepting household hazardous wastes, to check for any abandoned waste, inspect for possible leakage, and ensure proper function of all locks and alarms. A log will be maintained at the facility to ensure that these inspections are performed. Corrective action may be undertaken by designated individuals from the Contractor and the RiverCOG.

The Facility is classified by the Connecticut Department of Energy and Environmental Protection (DEEP) as a solid waste transfer station and has an Operating Permit that will be maintained by the RiverCOG. The procurement and maintenance of all other permits and licensing as required for operation of the Facility and the transportation and disposal of wastes is the responsibility of the Contractor.

Overall administration of the Facility's operation and coordination of Contractor activity will be performed by a project coordinator who is employed by the RiverCOG. Responsibilities of the project coordinator include: (1) liaison with the Contractor, the DEEP, and participating towns; (2) review and approval of Contractor invoices; (3) coordination of volunteers or other non-technical personnel to assist with set-up, traffic control, and user registration; (4) regular inspection and routine record keeping for the Facility; (5) maintaining participation records and billing the municipalities; and (6) public education. On collection days, the Contractor is responsible for all aspects of waste handling, disposal, transportation, and site safety at the collection facility and satellite collections.

If waste is abandoned at the entrance to the Facility, the Town of Essex/Essex Fire Department may be contacted as well as the RiverCOG coordinator. The DEEP Oil and Chemical Spill Unit may be contacted to receive information regarding proper disposal or storage of this waste. They may also call the Contractor to properly manage the materials.

SCOPE OF SERVICES

The Contractor shall have full responsibility for operation of the Facility and satellite collection sites as this pertains to site preparation, maintenance, and safety and waste handling, transportation and disposal during the April through October season.

SCOPE OF SERVICES MODIFICATION

1. The following requirements regarding paint shall be included in the scope of services of the Contractor under the program described below.

The Connecticut's Paint Stewardship Initiative, paint manufacturers will be assuming the costs of managing specific unwanted paints. The Contractor will be responsible for assuming generator status, i.e. unloading and placing items approved by the initiative, into a container provided by the paint manufacturers. The paint manufacturers will provide the container; deliver the container to the Facility and pick-up the container at the end of the collection day. On collection days, the Contractor is responsible for all aspects of waste handling and site safety at the collection facility and satellite collections.

2. Throughout the contract, the State of Connecticut may be initiating new products in the producer responsibility programs. The new programs may involve removing products from waste totals or adding additional products that would be included in the facilities permitted items. The programs will probably be similar to the Paint Stewardship Initiative. Include this option in the scope of services.

The Contractor's Duties, Responsibilities, and Services shall include:

A. Management

1. Operate in compliance with all applicable local, Connecticut DEEP, Connecticut DOT, USDOT, USEPA and OSHA rules, laws, regulations and standards.
2. Obtain and maintain an EPA generator ID number.
3. Assume title and generator status for any and all household wastes at the time its personnel remove any waste from a participant's vehicle.
4. Agree to indemnify, hold harmless and defend the RiverCOG, the Household Hazardous Waste Committee, and the participating municipalities from and against any actions, claims, fines, penalties and suits arising out of the Contractor's handling, transportation and disposal of wastes, and its operation of the Facility and satellite collection sites.
5. Provide certificates of insurance naming the RiverCOG, and each participating municipality as additional insured parties to the limits specified in Attachment D.
6. Perform all required waste coding, labeling, manifesting, and reporting according to Connecticut DEEP, Connecticut DOT, USDOT and USEPA regulations, requirements and standards.
7. Provide the RiverCOG with a monthly summary of the types, quantities, and container sizes for all wastes removed from the Facility by the Contractor, including a summary of any materials that were recycled. 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. Both summaries for the month shall be made available to the RiverCOG by the 15th of the following month.
8. Provide, when requested, technical assistance to the project in completing state permit applications, developing public education materials, and in carrying out other tasks associated with the Facility.

B. Operation

1. Provide all duly trained and certified supervisory and technical staff necessary to operate the Facility and its satellites on collection days in a safe and efficient manner and to receive, classify, separate, consolidate, and log wastes by chemical makeup as required by state and federal regulations.

2. Furnish all equipment and consumable supplies including waste handling and shipping containers, safety and spill containment equipment, and personal protective equipment necessary for the safe handling, storage, transportation, and disposal of hazardous waste collected at the Facility and its satellites.
3. Consolidate all wastes to the maximum extent practical, consistent with personal and public safety, and with cost-effective disposal methods.
4. Maintain manifest (stored in Remote Mounted Knox Lock Box) of on-site stored materials for Essex Fire Department access.
5. Provide decontamination services for the Facility's storage facilities at the close of each operating season, but no later than November 15th of each contract year.

C. Hazardous Waste Transportation and Disposal

1. Provide a complete listing of all permitted disposal sites that will be used for the final disposal of wastes obtained from the Facility and associated satellites. Each disposal site shall be identified by name and location, with applicable state and/or federal identification numbers. Provide all information regarding notice of claims or violations under State and Federal Environmental Laws. The RiverCOG must be notified when disposal sites are added or deleted from the above referenced list.
2. Remove the wastes stored at the Facility as necessary to prevent exceeding the safe storage capacity or storage limits permitted under federal and state regulations. Remove all stored wastes at the end of the operating season. Transport wastes in compliance with all applicable regulations, including manifest, label, placard, and other requirements of federal and state law. Provide environmentally sound final disposal of wastes in full compliance with all applicable federal and state laws and regulations with a description of items and types of recycling methods to be employed by the Contractor.

PROPOSAL INFORMATION

Proposals shall provide the following information:

1. ***Qualifications and licensing of Contractor:*** Evidence that the Contractor is a hazardous waste transporter and/or waste collection firm licensed under Connecticut Statutes, Sec. 22a-454, as amended by Sec. 1 of Public Act 85-342 and Sec. 1 of Public Act 85-568.
2. ***Experience in operating similar permanent facilities:*** Description of recent experience in managing or operating permanent household hazardous waste collection

centers or comparable facilities, with appropriate references including (a) operating dates and location of the regional center(s); (b) number of participants per season; (c) amount of wastes collected and transported by type of waste and number of containers; (d) total transportation and disposal costs for the center(s); and if applicable, (e) accounts of response to abandoned wastes at facility during non-operating hours.

3. ***Experience in conducting one-day HHW collections:*** Description of experience as a contractor for local or regional one-day household hazardous waste collection events (with a minimum of three references for collections conducted in 2018-2019). For each of these references, the following data must be provided: (a) current telephone number; (b) date and location of the events(s); (c) number of participants; (d) amount of wastes collected and transported by type of waste and number of drums; and (e) total transportation and disposal costs for each event(s).
4. ***Personnel qualifications:*** Detailed information on the experience, education and training, licensing and certification and project function of all personnel who would have responsibility for this project. Substitutions of personnel shall be made only with the prior approval of the RiverCOG.
5. ***Work plan:*** A detailed operational plan for the Facility. The plan shall include a discussion of how the Facility will be operated to meet the RiverCOG's objectives and all applicable state and federal regulations. The plan should include an itemized list of safety equipment needed to ensure safe operation of the Facility and its satellites.

A plan should be included to address the satellite collections that have long waiting lines. That plan should include suggestions for appropriate revised layouts, and/or additional ways to expedite the traffic through the site.

6. ***Waste handling:*** Procedures for the type and extent of normal waste consolidation practices to be employed by the Contractor, including a list of wastes that will not be accepted for transportation and disposal.
7. ***Disposal methods:*** Current methods of disposal by type or waste category to be employed by the Contractor and the extent to which waste materials are reused or recycled.
8. ***Disposal sites:*** A listing of all permitted final disposal sites that will be used for waste being removed from the collections.
9. ***Liability Coverage and Indemnification:*** Evidence of liability coverage to the indicated limits specified in *Attachment C*, and a statement of indemnification for the RiverCOG, the Committee, host community and other participating municipalities.
10. ***Disclosure of Violations:*** Disclosure of settled or pending litigation pertaining to the Contractor's violation or alleged violation of any state or federal rules, laws or regulations or claims by any State or Federal Agency or third party, related to the

storage, transportation, and disposal of hazardous waste that have been settled in the last four years and all pending litigation.

Failure to fully disclosure any such litigation or claims may result in the disqualification or rejection of a proposer's proposal and shall be an event of default under the contract.

11. **Supporting Materials:** Examples of any brochures, training materials, educational materials, and other relevant information developed by the Contractor.

REQUESTED PROVISIONS

1. **Right to Reject:** The RiverCOG reserve the right to waive technical defects in Proposals, to reject any and all Proposals, in whole or in part, and to make such awards, in whole or in part, including accepting a Proposal or a part of the Proposal, although not the low Proposal, that in its judgment will be in the best interest of the RiverCOG, and/or the participating municipalities.
2. **Requirement to execute contract:** The successful Proposer shall be required to execute a Contract on the appropriate form furnished by the RiverCOG and the Committee which shall contain such other further additional provisions that the RiverCOG deems necessary. All pertinent information, concerning the Contract, will be listed on the RiverCOG website, www.rivercog.org/currentRFQ.html. The successful Proposer, upon failure or refusal to execute and deliver the Contract, or such bonds or insurance as required by the Contract, within twenty-one (21) days after it received notice of the acceptance of its proposal, shall forfeit to the RiverCOG, as liquidated damages for such failure of refusal, the proposal bond.
3. **Information requests and addendum:** Each Proposer is responsible for making sure it gets the information it needs to make a responsible Proposal that allows it to execute the Contract if it is awarded the Contract. Information requests are to be made in writing to Janice Ehle/Meyer, Household Hazardous Waste Coordinator, jehlemeyer@rivercog.org, prior to 11:00 a.m., Monday, December 23, 2019. A written request does not in any way diminish a Proposer's responsibility to get the information it needs to make a Proposal. Any modification to the Request for Proposals will be made by Addendum. Any and all Addendums will be posted to www.rivercog.org/currentRFQ.html in a timely manner. RiverCOG may also email addendums to firms who have notified RiverCOG of their intent to respond to their RFP.

BASIS OF FEE

Proposals are to be based on a three-year contract, with two one-year renewal options. All prices to be firm for five years. Contractor services for the Facility are to begin in March 2020 and run through mid-November 2022 with renewal options through mid-November 2024.

The RiverCOG is seeking proposals based on each of the following methods, the “Per User Method” and the “Per Volume Method”:

(a) Per User Method- Proposals shall provide quotations on each item listed in the scope of services as an all-inclusive user-based costs. Namely, the total cost per user inclusive of all management and staffing fees (include contractor staff for each collection, listed by job title and function), consumable supplies and waste transportation and disposal costs for an estimated (20 gallons or 15 pounds per household) 8,000 users during the April through October operating season, including satellite collections; and

(b) Per Volume Method- Proposals shall provide quotations on each item listed in the scope of services and Attachment B as an all-inclusive volume-based costs. Namely, the total cost per designated volume inclusive of all management and staffing fees (include contractor staff for each collection, listed by job title and function), consumable supplies and waste transportation and disposal costs during the April through October operating season, including satellite collections. Attachment B indicates the waste names and the estimated pounds of such waste received in one year. The volume-based costs proposed by the Proposer should be based on the container for the type of item and the size of such container indicated by the Proposer (for example, liquids should be by the barrel with the number of gallons indicated by the Proposer, bulbs should be by the box with the size of the box indicated by the Proposer, etc.)

The RiverCOG shall determine the final method (either the “Per User Method” or the “Per Volume Method”) to be used in the Contract to calculate fees to be paid to the Contractor so each Proposer must submit a proposed fee schedule for each of the “Per User Method” and the “Per Volume Method.”

The RiverCOG shall also determine if a combination of the “Per User Method” or the “Per Volume Method” will be used for the final method.

BASIS OF AWARD

The contract will be awarded to the hazardous waste management firm that, in the sole judgment of the Agency and the Committee, best meets the project objectives of a well-managed, environmentally sound and cost-effective operation for the collection, recycling, and safe disposal of household hazardous wastes.

Criteria used to evaluate the proposals and to select a Contractor will include, but not be restricted to, the following:

1. Capability to perform all aspects of the project;
2. Recent experience relevant to the project;
3. Professional background and qualifications of key personnel assigned to the project;
4. Compliance record with state and federal laws, rules and regulations;
5. Cost of staffing and disposal services;
6. The use of environmentally sound methods to reduce disposal costs, including recycling and reuse where appropriate; and
7. Flexibility as evidenced by Bidders response to Options.

ADDITIONAL BIDDING REQUIREMENTS:

1. Each proposal must be accompanied by a bid bond in the amount of 25% of the full amount of the 3-year proposal, satisfactory and payable to the order of the Lower Connecticut River Valley Council of Governments. The bid bonds of the unsuccessful vendors will be returned after the execution of the Contract.
2. At the time of the execution of the Contract, the successful vendor agrees to furnish to the Lower Connecticut River Valley Council of Governments. a Performance Bond and a Payment Bond each in the full amount of the Contract written by a Surety Company authorized to conduct business in the State of Connecticut and satisfactory to the Lower Connecticut River Valley Council of Governments guaranteeing and conditioned for the full, complete, and faithful performance of the Contract by the successful vendor, and for the payment furnished in connection therewith.
3. The party to which the Contract is awarded will be required to meet at the office of the Lower Connecticut River Valley Council of Governments with any sureties offered, and execute the Contract within fifteen (15) days (not including Saturday or Sunday) from the date of notice of award, and in case of his failure or neglect to do so the COG may, at its option, determine that the vendor has abandoned the Contract and, thereupon, the proposal and acceptance shall be null and void.
4. At the end of the three-year contract, the successful vendor must supply the RiverCOG with a new Performance Bond and a new payment bond for the full amount of any options exercised to extend the contract.

All proposals should clearly indicate any exceptions to the specifications of this RFP. Such exceptions may be cause to reject the proposal.

Proposals shall be firm for at least ninety days.

ADDITIONAL PROJECT OPTIONS

The RiverCOG is requesting that the following items be addressed as additional options in the Contractor proposals. At any time during the term of the Contract, the RiverCOG may choose to negotiate one or more of the following items. The Contractor will then be required to provide all required documentation, including insurance certificates, based upon the limits stated in Attachment D of this contract.

Provide a general description of approach, experience and estimated pricing for each option.

1. *Conditionally Exempt Small Quantity Generators:*

The Facility will operate in accordance with a solid waste transfer station permit for the acceptance of household-generated waste. The Contractor must be willing to work with the Agency's Coordinator, the Agency and the participating communities to develop a work plan to efficiently and cost-effectively incorporate CESQGs .

2. *Training:*

Provide annual HAZWOPER training for Host Community and RiverCOG employees that are authorized to respond to emergencies at the Facility.

Terms and conditions and pricing of each item can be requested at any time during the term of this contract.

PROPOSAL SUBMISSIONS AND INFORMATION

1. Accepting Proposals

Proposals will be accepted by the Lower Connecticut River Valley Council of Governments not later than **11:00 A.M. on Monday, December 23, 2019**. Mark “HHW Facility Proposal” on front and back of envelope. Four paper copies of the proposal and one electronic copy via disc, USB drive, or email, including all supporting materials shall be submitted, marked Attention: Janice Ehle/Meyer, Regional Recycling Coordinator. Any materials to be returned to the bidder shall be clearly marked. Proposals will not be accepted after 11:00 a.m. EST on Monday, December 23, 2019.

Bidder is responsible for assuring that adequate time for delivery is allowed. Bids received prior to the advertised hour of opening will be kept securely sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered.

2. Modifications

No bid may be modified orally by telephone or otherwise. Bidders are cautioned that, while written modifications of bids may be received, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended subject to rejection.

3. Affirmative Action Policy

Each Respondent shall provide a statement of its Affirmative Action Policy. Included in its Proposal shall be the RiverCOG’s “Employment Practices Qualification Form for Vendors and Bidders” (Attachment “E”) completed by the Respondent. Failure to demonstrate compliance with the RiverCOG affirmative action standards will

4. Questions

Any questions before December 23, 2019, related to this proposal, should be directed to Janice Ehle/Meyer, Regional Recycling Coordinator, jehlemeyer@rivercog.org, (Note: specify HHW Facility in e-mail subject area.)

Mailing Address:

RiverCOG
145 Old Dennison Road
Essex, CT 06426

Physical Address:

same as mailing address

ATTACHMENT "A"
NUMBER OF HOUSING UNITS IN
PER MUNICIPALITY*

Town	Households
Chester	1,777
Clinton	5,334
Deep River	1,922
Essex	3,028
Haddam	3,200
Killingworth	2,411
Lyme	1,093
Old Lyme	3,215
Old Saybrook	4,255
Westbrook	2,873
Totals:	29,108

Town	Households
Cromwell	5,769
Durham	2,664
East Hampton	4,941
Middlefield	1,711
Middletown	19,187
Portland	3,930
Totals:	38,202

*Information taken from Connecticut Economic Resource Center, Inc., town profiles October 2019.

ATTACHMENT “B”
 APPROXIMATE AMOUNT OF ANNUAL WASTE 2018

Waste Type	Pounds of Waste
Aerosols	6,830
Alkaline Batteries	1,810
Ammonia	1,520
Antifreeze	1,600
Asbestos	300
Bulked Solvents	
Caustic Liquids	3,400
Flammable liquids	27,200
Flammable Solids	10
Flares	100
Fluorescent bulbs- straight	1,515
Glycols	1,200
Hydrofluoric Acid	145
Inorganic Acids	1,900
Lead Acid Batteries	40
Lithium batteries	145
Mercury	190
Misc. Bulbs/ CFLs	1,800
Motor Oil	3,600
NI-Cd batteries	225
Organic Acids	950
Organic Peroxides	50
Oxidizing liquids	165
Oxidizing solids	930
Paint - Bulked	18,400
PCB	62
Pesticides, Liquid	12,050
Pesticides, Solid	13,600
Propane Tanks - one pound	600
PaintCare Latex	48,000
PaintCare Oil	20,300

ATTACHMENT “C”
HOUSEHOLD HAZARDOUS WASTE ITEMS

Description/Type of Waste	Container Size/Unit	Price Per Unit
Acids	55 gal	
Aerosols	55gal	
	Cubic Yard Box	
Alkaline Batteries	5 gal	
	30 gal	
	55 gal	
Ammonia	30 gal	
	55 gal	
Antifreeze	55 gal	
Asbestos	5 gal	
	55 gal	
	Cubic Yard Box	
Bulked Solvents	30 gal	
	55 gal	
Butane Refill	5 gal	
Caustic Alkali Liquids (Bases)	55 gal	
Flammable liquids	55 gal	
Flares	5 gal	
Fluorescent bulbs	4 ft box	
	8 ft box	
Glycols	55 gal	
Hydrofluoric Acid	5 gal	
Inorganic Acids	5 gal	
	30 gal	
	55 gal	
Lead-Acid batteries	5 gal	
	30 gal	
Lithium batteries	5 gal	
Mercury	5 gal	
	16 gal	
	30 gal	
Motor Oil	55 gal	

ATTACHMENT “C”
HOUSEHOLD HAZARDOUS WASTE ITEMS CONTINUED

Description/Type of Waste	Container Size/Unit	Price Per Unit
NI-Cd batteries	5 gal	
	16 gal	
	30 gal	
Organic Acids	5 gal	
	30 gal	
	55 gal	
Organic Peroxides	5 gal	
	30 gal	
Oxidizing liquids	5 gal	
	55 gal	
Oxidizing solids	5 gal	
	30 gal	
	55 gal	
Packed Paint/Resins	55 gal	
	Cubic Yard Box	
PCB Ballasts	5 gal	
Pesticides, Liquid	55 gal	
Pesticides, Solid	55 gal	
	Cubic Yard Box	
Pressurized gas - oxygen	5 gal	
Propane Tanks - one pound	5 gal	
Motor Oil	55 gal	
Misc. Bulbs/ CFLs	5 gal	
	30 gal	
	55 gal	
Lab Pack Reactive	5 gal	
Lab Pack Incineration	5 gal	
Lab Pack Treatment	5 gal	

**ATTACHMENT “D”
INSURANCE REQUIREMENTS**

The Contractor shall obtain and pay for the insurance coverage described below with the indicated minimum limits. The Contractor agrees to furnish Certificates of Insurance to the COG certifying coverage to be in effect for the term of this contract and that the COG will be given sixty (60) days written notice of cancellation non-renewal.

These requirements also apply to any subcontractor or common carrier by the Contractor.

Coverage	Required Limits
I. WORKERS COMPENSATION	
A) Connecticut Limit	Statutory
B) Applicable Federal Limits	Statutory
C) Employers Liability Disease	\$100,000 Per Accident \$500,000
Employee	\$100,000 Disease, Per
II. COMMERCIAL GENERAL LIABILITY	
Bodily Injury and Property Damage	
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal Injury/Advertising Each Occurrence	\$1,000,000 \$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

ATTACHMENT “D” (Continued)
INSURANCE REQUIREMENTS

Coverage to include Premise-Operations, Contractors Protective Liability, Products and Completed Operations, Explosion, Collapse and Underground, Contractual Liability, and Broad Form Property Damage.

III. BUSINESS AUTOMOBILE LIABILITY

Including Owned, Hired & Non-owned Vehicles

Liability CSL \$1,000,000
Include MCS-90 including Accidental Pollution Liability

IV. UMBRELLA EXCESS LIABILITY

Liability Limit - each occurrence over primary \$5,000,000
Retention for self-insured hazards each occurrence \$10,000

V. POLLUTION LIABILITY

Including Facility & Contractor's Pollution Liability
Bodily Injury and Property Damage

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

VI. Contractor coverage shall be primary and non-contributory. Waiver of subrogation is required in favor of RiverCOG and its employees, Household Hazardous Waste Committee of the Lower CT Valley Selectman’s Association, and the Towns of Chester, Clinton, Deep River, Essex, Haddam, Killingworth, Lyme, Old Lyme, Old Saybrook, Westbrook, Cromwell, Middlefield, Middletown, Portland, Durham and East Hampton are to be names as additional insureds on all policies except Workers’ Compensation. Waiver of subrogation is also required in favor of the additional insureds, including workers’ compensation.

ATTACHMENT “D” (Continued)
INSURANCE REQUIREMENTS

If any coverage is written on a claims made policy, an extended reporting period of at least 36 months is required upon termination of the Agreement, or completion of Project, whichever occurs later.

VII. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold River COG, the Lower Connecticut Valley Selectmen’s Association, and the Towns of Chester, Clinton, Deep River, Essex, Haddam, Killingworth, Lyme, Old Lyme, Old Saybrook, Westbrook, Cromwell, Durham, East Hampton Middlefield, Middletown and Portland, and, from any and all injuries to persons and/or property resulting out of the performance of this contract and/or resulting from the Contractors negligence et al. harmless from and against all claims, loss, bodily injury and property damage, expenses, fines, cleanup costs and judgments that arise from and are alleged to arise from the performance of this Agreement by Contractor and all of Contractor’s employees and subcontractors. This provision shall survive termination of this Agreement.

**ITEM NO VI MUST APPEAR ON THE FACE OF THE INSURANCE
CERTIFICATE**

ATTACHMENT "E"
AFFIRMATIVE ACTION POLICY STATEMENT

POLICY STATEMENT

It is the policy of this firm to assure that applicants are employed, and that employees are treated during employment, without regard to an individual's race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. Such action shall include; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

This firm will implement, monitor, enforce and achieve full compliance with this Affirmative Action Policy Statement in conjunction with the applicable Federal and State laws, regulations, executive orders and contract provisions, including but not limited to those listed below:

Dissemination of Policy:

All members of the firm who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, this firm's Equal Employment Opportunity (EEO) policy and contractual responsibilities to provide EEO in each grade and classification of employment. These actions shall include:

1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the firm's EEO policy and its implementation will be reviewed and explained. These meetings will be conducted by the EEO officer.
2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
3. All personnel who are engaged in direct recruitment for the firm will be instructed by the EEO Officer of the contractor's procedures for locating and hiring minority group employees.
4. Notices and posters setting forth the firm's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
5. The firm's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

Recruitment:

When advertising for employees, the firm will include in all advertisements the notation; "An Affirmative Action/Equal Opportunity Employer." All such advertisements will be

ATTACHMENT "E" (Continued)

placed in publications having a large circulation among minority groups in the area where the work force would normally be derived.

1. The firm will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants. To meet this requirement, the firm will identify referral sources and establish procedures for recruitment to obtain the referral of minority and female applicants.
2. In the event the firm has a valid bargaining agreement providing for exclusive hiring referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The USDOL has held that where implementation of such agreements has had the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
3. The firm will encourage his/her present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

Personnel Actions:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

1. The firm will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of personnel.
2. The firm will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take correction action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
3. The firm shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
4. The firm will promptly investigate all complaints of alleged discrimination made to the firm, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective actions shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

ATTACHMENT “E” (Continued)

Training and Promotion:

The firm will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment. The firm will utilize the following tools to identify training and promotional opportunities in the firm:

1. The firm will advise employees and applicants for employment of available training programs and the entrance requirements.
2. The firm will periodically review the training and promotion of potential minority group and women employees and will encourage eligible employees to apply for such training and promotion.

Unions:

If the firm relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the firm either directly or through a contractor’s association acting as agent will include the procedures set forth below:

1. The firm will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
2. The firm will use best efforts to incorporate an EEO clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
3. The firm is to obtain information as to the referral practices and policies of the labor union except that to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish the information to the contractor, the contractor shall notify the Connecticut Department of Transportation (CTDOT) of the efforts made to obtain the information.

In the event the union is unable to provide the firm with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations under Executive Order

ATTACHMENT “E” (Continued)

4. 11246 as amended, and in compliance with 23 CFR Part 230, the firm will notify CTDOT.

Selection of Subcontractors:

The firm will not discriminate on the grounds race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

1. The firm shall use his/her best efforts to ensure subcontractor/subconsultant compliance with Federal and State Equal Opportunity (EO) and EEO requirements.

Records and Reports:

The Contractor shall keep records as necessary to document compliance with EO/EEO requirements. Such reports shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation. The following records should be maintained:

1. The number of minority and non-minority group members and women employed in each work classification;
2. The progress and efforts being made in cooperation with unions, when applicable to increase the employment opportunities for minorities and women;
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees;
4. Complaints of Discrimination; and
5. Information required for your Affirmative Action Plan Update.

In implementing this policy and ensuring that affirmative action is being provided, each time a hiring opportunity occurs this firm will contact and request referrals from minority and female organizations, referral sources, and media sources. All advertising will emphasize that the firm is “An Affirmative Action/Equal Opportunity Employer.”

In order to substantiate this firm’s efforts and affirmative actions to provide equal opportunity, the firm will maintain and submit, as requested, documentation such as referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith. This firm will maintain the necessary internal audit procedures and record keeping systems to report the firm’s affirmative action efforts.

It is understood by me, my Equal Employment Opportunity Officer and my supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm’s affirmative action program and/or failure to adequately document the affirmative actions taken and efforts made to recruit and hire minority and female applicants, in accordance with our affirmative action program in each instance of hire,

will result in this firm being required to recommit itself to a modified and more stringent affirmative action program as a condition of approval. It is recognized that an approved affirmative action program is a prerequisite for performing services for the contracting agency. This plan, in addition to CTDOT's EO/EEO contract provisions and requirements, shall constitute our CTDOT Affirmative Program.

The Chief Executive Officer/President has designated a responsible official to monitor all employment related activity to ensure that the firm's EEO policy is being implemented. The contracting officers and equal opportunity officer (hereinafter ATTACHMENT "E" (Continued)

referred to as the EEO Officer) shall have the responsibility for and must be capable of effectively administering and promoting an active program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

It is fully understood by this firm that the ultimate responsibility for the full implementation of this firm's Affirmative Action Program rests with the Chief Executive Officer/President of the firm.