REQUEST FOR PROPOSALS

HOUSEHOLD HAZARDOUS WASTE DISPOSAL and CONDITIONALLY EXEMPT SMALL QUANITITY GENERATOR SERVICES

for the

Lower Connecticut River Valley Council of Governments Household Hazardous Waste Program

> October 28, 2025 REVISED 11.5.2025

River COG, 145 Dennison Road, Essex, Connecticut 06426

INTRODUCTION

The Lower Connecticut River Valley Council of Governments ("River COG") and the Household Hazardous Waste Committee ("Committee") are requesting proposals for the operation of its Lower Connecticut River Valley Council of Governments Household Hazardous Waste Collection Program (hereinafter the "Program"). Operation of the Program entails the collection and disposal of household hazardous waste by a licensed hazardous waste management firm (hereinafter the "Contractor"). The Program serves seventeen (17) participating municipalities: Chester, Clinton, Cromwell, Deep River, Durham, East Haddam, East Hampton, Essex, Haddam, Killingworth, Lyme, Middlefield, Middletown, Old Lyme, Old Saybrook, Portland and Westbrook (hereinafter the "Municipalities"). The Program includes approximately seven (7) collections during the year. All collections will be satellite collections located throughout the Municipalities for all the member communities.

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 **5 P.M. on Friday, November 21, 2025.** Proposals for service should be for a three-year period, with two one-year renewal options. Contractor services are to begin March 2026 with the first collection on a Saturday in April of 2026 and, conclude for the season on a Saturday in October 2026 and annually thereafter, including intervening dates between eh start and ending dates as agreed upon by RiverCOG's project coordinator or, in the sole discretion of RiverCOG, another designated representative.

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

Seven collections are anticipated in 2026: however, this number could be changed based on towns' participation.

PROJECT DESCRIPTION

The Program will serve seventeen (17) municipalities that are part of the RiverCOG. The Program will include approximately seven (7) household hazardous waste satellite collections from April through October. Household hazardous waste will be accepted from residents of the participating towns on Saturday mornings between the hours of 9:00 AM and 1:00 PM. Conditionally Exempt Small Quantity Generators ("CESQG") appointments shall be scheduled between 8:30 and 9:00. Attachment A lists the participating municipalities, their populations, the number of housing units in each community, and projected usership for the 2026 operating season. The Program will not operate on Memorial Day, Independence Day, and Labor Day weekends.

Waste materials accepted for the Program include household hazardous waste as defined by the US Environmental Protection Agency ("EPA"), as well as oil-based paints, various types of batteries, waste oil, anti-freeze and fluorescent bulbs. Extender Producer Responsibility ("EPR") programs including paint, propane tanks, and mercury thermostats will be included in the collection program. Any additional state EPR programs that may become included during the terms of this contract will be an additional responsibility of the Contractor. Containers will be supplied by manufacturers and contractor personnel will receive and pack the waste for transportation to a permitted site for final disposal. At the end of each collection, all hazardous waste, containers, pallets etc. must be removed from the site.

The procurement and maintenance of all permits and licensing as required for operation of the Program and the transportation and disposal of waste is the responsibility of the Contractor.

SCOPE OF SERVICES

The Contractor shall have full responsibility for operation of the satellite collection sites as this pertains to site preparation including storm drains and covering drop off area, maintenance, and safety and waste handling, transportation and disposal during the Program's April through October operating season.

The satellite Sites will be inspected by the Contractor on each operation day, prior to accepting household hazardous waste, to check for any site issues, possible hazards, drains, or dangers that may disrupt the collection. Corrective action may be undertaken by designated individuals from the Contractor and RiverCOG.

The satellite Collection Sites shall be returned to its original condition before the Contractor departs from the Collection Site on the collection day. Any spills that occur as a result of the HHW Collection shall be cleaned up with "Speedy Dry" or other absorbent material. No Wastes are to be left at the Collection Site. The Contractor shall ensure that all Wastes are removed from the site as soon as possible on the collection day.

All non-hazardous waste disposal dumpsters (e.g., cardboard containers, empty cans and bottles, etc.) will be supplied and removed by a local contractor.

Overall administration of the Program'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) billing the municipalities; and (5) public education. On collection days, the Contractor is solely responsible for all aspects of waste handling, disposal, transportation, and site safety at the satellite collections.

SCOPE OF SERVICES MODIFICATION

State approved mandatory EPR programs may modify the scope of services during the terms of the contract. EPR is a policy approach that assigns producers responsibility for the end-of-life of products. It is a mandatory category of product stewardship required by law. Each Proposer should describe the impact to its proposal once a program may take effect. Existing EPR programs in Connecticut include paint, mercury thermostats, and in 2025, small, pressurized cylinders.

WASTE TO BE ACCEPTED OR EXCLUDED

In general, all HHW shall be accepted by the Contractor. However, certain items or products are not to be accepted by the Contractor. These include, but are not limited to, the following:

- Car batteries
- Radioactive materials (i.e. smoke detectors)
- Gas cylinders, (except for 1 pound propane tanks)
- Explosives
- Infectious waste (as defined by the Connecticut State Department of Health)
- Pharmaceuticals
- 20-gallon propane tanks
- Fire extinguishers
- Electronics

The above listing is not to be considered as all-inclusive. If other wastes or materials are presented that are considered questionable, Contractor and Program Coordinator are to decide how waste is to be delt with.

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, which shall be referred to in the Contract.
- 3. Assume title and generator status for any and all household waste 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 partnering 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 satellite collection sites.
- 5. Provide certificates of insurance naming RiverCOG, and each participating municipality as additional insured parties to the limits specified in *Attachment C*.
- 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 RiverCOG with an annual summary of the types, quantities, and container sizes for all waste removed 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.
- 8. Procure and maintain all permits and licensing as required for operation of the Program and the transportation and disposal of wastes.

B. Operation

- 1. Provide all duly trained and certified supervisory and technical staff necessary to operate the Program 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, eye wash equipment and personal protective equipment necessary for the safe handling, storage, transportation, and disposal of hazardous waste collected at the satellites.
- 3. Consolidate all wastes to the maximum extent practical, consistent with personal and public safety, and with cost-effective disposal methods.

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 waste obtained from the 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. 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, to the satisfaction of the RiverCOG, 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 Programs: Description of recent experience in managing or operating similar household hazardous waste collection programs 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.
- 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 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 waste 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 for personnel shall be made only with prior approval of the RiverCOG.
- 5. *Work plan:* A detailed operational plan for a typical collection. The plan shall include a discussion of how the collection will be operated to meet 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 satellites.
- 6. *Waste handling:* Procedures for the type and extent of normal waste consolidation practices to be employed by the Contractor, including a list of waste 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 list of all permitted final disposal sites that will be used for waste being removed from the satellite.
- 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, 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. *The Rejection Rights: Waiver; Notification in Writing.* The RiverCOG and Committee reserves the right in its sole discretion, to:
 - (a) Accept or right to reject any or all of the proposals submitted for consideration:
 - (b) Waive any informalities and/or technicalities; however, notwithstanding the foregoing, RFP responses arriving late or not meeting these minimum requirements may be disqualified.
 - (c) Amend or cancel this RFP, prior to the due date and time, if it is deemed in the best interests of RiverCOG to do so. Nevertheless, RiverCOG reserves the right to cancel the RFP or portions of the draft RFP scope at any time or for any reason before execution of an agreement between RiverCOG and the selected consultant.
 - (d) Negotiate separately in any manner necessary to serve the best interests of the RiverCOG: or,
 - (e) Re-solicit if deemed to be in the best interest to do so. Respondents whose responses are not accepted shall be notified in writing.
- 2. Incurred Costs of Proposal Preparation: Payment. No reimbursement will be made by RiverCOG or any of its municipalities for any costs incurred by Proposers in the preparation of a response to their RFP or during the selection process. Moreover, no payment shall be made for consultant work made prior to execution of an agreement.
- 3. 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 and the Committee deem necessary. 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.

4. 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 sent to (info@rivercog.org), prior to 5 P.M., Friday, November 21, 2025. A 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 Addendum will be emailed to all people that have requested this Request for Proposals. Each Proposer shall confirm prior to submitting its Proposal that it had received all Addenda.

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 (5) years. Contractor services for the Program are to begin in March 2026 and run through mid-November 2029 with renewal options through mid-November 2031, as shall specifically be set forth in the Contract.

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

- (1) 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 2,000 users during the April through October operating season, including satellite collections; and
- (2) Per Volume Method- Proposals shall provide quotations on each item listed in the scope of services 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 COG 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."

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.

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

- 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. Record of compliance 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 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 or federal holiday) 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.

ADDITONAL 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 River COG 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 C* of this contract.

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

1. Conditionally Exempt Small Quantity Generators:

The Contractor will operate in accordance with the laws of the State of Connecticut pertaining to 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.

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

PROPOSAL SUBMISSIONS AND INFORMATION

Proposals will be accepted by the Lower Connecticut River Valley Council of Governments not later than **5:00 P.M. on Friday, November 21, 2025**. Proposals should be sent to Janice EhleMeyer, Regional Recycling Coordinator at info@rivercog.org, subject "*HHW Program Proposal*". Proposals will not be accepted after 5:00 p.m. EST on Friday, November 21, 2025.

Bidder is responsible for assuring that adequate delivery is allowed. Bids received prior to 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.

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.

Any questions before November 21, 2025, related to this proposal, should be directed to Janice Ehle/Meyer, Regional Recycling Coordinator, at info@rivercog.org

ATTACHMENT "A" PARTICIPATING MUNICIPALITIES AND EXPECTED NUMBER OF PARTICIPANTS

		#of	#of
		Housing	Participants
Town	Population	Units	in 2025
Chester	3,786	1,585	67
Clinton	13,317	1,588	195
Cromwell	14,301	5,868	143
Deep River	4,432	1,439	126
Durham	7,182	1,439	74
East Haddam	8,934	1,243	134
East Hampton	12,834	1,199	90
Essex	6,766	2,726	119
Haddam	8,562	1,022	159
Killingworth	6,219	2,425	77
Lyme	2,356	951	58
Middlefield	4,236	1,094	43
Middletown	47,646	20,838	261
Old Lyme	7,644	3,100	156
Old Saybrook	10,515	4,460	84
Portland	9,421	2,629	122
Westbrook	6,832	3,510	74
TOTAL	174,983	57,116	1,982

ATTACHMENT "B" APPROXIMATE AMOUNT OF ANNUAL WASTE

Waste Name	Pounds
Aerosols	8,700
Propane	1,800
Rammable Liquids	53,200
Rammable Solids	975
Oxidizing Liquids	1,060
Oxidizing Solids	1,360
Pesticides Liquids	15,000
Pesticides Solids	10,000
Corrosive Acidic, Liquids	2,300
Corrosive Acidic, Solids	1,250
Corrosive Basics, Solids	3,350
Corrosive Basics, Liquids	12,600
Mercury	510
Asbestos	200
NiCad Batteries	165
Nickle Hydride Batteries	139
Lithium Batteries	197
Motor Oil	11,800
Antifreeze	8,700
Alkaline Batteries	1,410
Non Haz Soaps & Waxes	1,900
Organic Peroxide	35
Mercury Lamps	1,063
Latex Paint	57,222
Oil Paint	28,786

ATTACHMENT "C" 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	\$100,000 Per Accident \$500,000		
Disease	\$100,000 Disease, Per		
Employee			
II. COMMERCIAL GENERAL LIABILITY			
Bodily Injury and Property Damage			
General Aggregate Products and Completed Operations Aggregat	\$1,000,000 te \$1,000,000		
Personal Injury/Advertising Each Occurrence	\$1,000,000 \$1,000,000		
Fire Damage Medical Expense	\$50,000 \$5,000		

ATTACHMENT "C" INSURANCE REQUIREMENTS (continued)

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. RiverCOG and its employees, and Household Hazardous Waste Committee of the and the Towns of Chester, Clinton, Cromwell, Deep River, Durham, East Haddam, East Hampton, Essex, Haddam, Killingworth, Lyme, Middlefield, Middletown, Old Lyme, Old Saybrook, Portland and Westbrook are to be named as additional insureds.

ATTACHMENT "C" INSURANCE REQUIREMENTS (Continued)

VII. The Contractor shall hold the RiverCOG and its employees, Household Hazardous Waste Committee and the Towns of Chester, Clinton, Cromwell, Deep River, Durham, East Haddam, East Hampton, Essex, Haddam, Killingworth, Lyme, Middlefield, Middletown, Old Lyme, Old Saybrook, Portland and Westbrook harmless for any and all injuries to persons and/or property resulting out of the performance of this contract and/or resulting from the Contractors negligence.

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