

**REQUEST FOR PROPOSALS
FOR THE
CREATION OF THE
RIVERCOG REGIONAL WASTE AUTHORITY STUDY**

Introduction

The Lower Connecticut River Valley Council of Governments (“RiverCOG”) is seeking a consultant (or team of consultants) (the “Respondent”) to create a study to identify solutions for municipal solid waste and recycling disposal in the region after the dissolution of the Materials Innovation and Recycling Authority (“MIRA”) in 2025 and the expiration of existing contracts in 2027. The study will include all seventeen municipalities in the region, as follows, with a focus on the eleven municipalities¹ that currently send waste to the MIRA facility in Essex (**in bold**)

Chester
Deep River
East Hampton
Killingworth
Middletown
Portland

Clinton
Durham
Essex
Lyme
Old Lyme
Westbrook

Cromwell
East Haddam
Haddam
Middlefield
Old Saybrook

Although the focus of this study is to come up with facility, organizational, and operational solutions to continue cost effective solid waste and recycling disposal, we also ask the consultant to identify new opportunities for regional waste diversion, product stewardship, and enforcement that a future RWA could address.

Project Description

The seventeen RiverCOG municipalities include a combined population of 174,225 people. RiverCOG received the regional waste authority funding to conduct a project entitled: **RIVERCOG Regional Waste Authority Study** (the “Project”) from (the Connecticut Department of Energy and Environmental Protection’s (“DEEP”) Regional Waste Authority Grant. This will allow the RiverCOG region to form, join, or select another option to form a Regional Waste Authority (“RWA”).

RWA’s are authorized by §7-273aa-00 of the Connecticut General Statutes and may provide a variety of services to leverage economies of scale for member municipalities. RWAs may:

- Manage hauler registration;
- Organize outreach and education programs;
- Implement recycling and diversion initiatives;
- Facilitate special waste stream collections;
- Negotiate regional agreements;
- Apply for grants to offset municipal costs; and,
- Organize shared services or staff such as regional recycling coordinators.

Per the CT DEEP Contract, “Appendix A - Scope of Work” is attached as “Exhibit A.”

¹ There are ten transfer stations. Middlefield and Durham share one transfer station.

Per the CT DEEP Contract this project has three tasks.

- **Task 1** is to inventory and examine existing infrastructure, assess existing interest from municipal leadership, consider possible services to be offered and potential barriers to implementing an RWA for all or part of the RiverCOG;
- **Task 2** is a structural, engineering, and operational assessment of the existing MIRA transfer facility in Essex. **Note:** Task 2 is dependent on the willingness of the Town of Essex to continue hosting a regional transfer station; and,
- **Task 3** lay the technical and legal groundwork for the formation of an RWA. **Note:** Task 3 is dependent on the preferred RWA arrangement of the interested municipalities.

Throughout the tasks, the consultant is expected to work closely with chief elected officials, municipal staff, existing waste authorities, and COG staff. For **Tasks 1 and 2** coordination with MIRA staff will be necessary. Where appropriate, the consultant may be asked to coordinate with other recipients of CT DEEPS RWA Grant. The RiverCOG Waste Committee will serve as the steering committee for this project, providing direction and feedback at monthly meetings. Details for tasks must be in alignment with Exhibit A.

Proposed Scope of Work

Attached hereto is the proposed Scope of Work for **Tasks 1 – 3** of the Project, in accordance with CT DEEP contract requirements and guidance from the RiverCOG Waste Committee. As described in the Response Requirements section of this RFP, the Respondent is expected to expand upon this information to create a detailed approach reflecting their due diligence review of the requirements in its professional judgment. Please note that the final Scope has not been executed with DEEP and may be modified during the pendency of this procurement. RiverCOG will notify you of any changes as soon as available.

Project Timeline

The duration of the contract is anticipated to last 18 months from date of project commencement. Project commencement is dependent on finalization of contract with DEEP.

Information and Inquiries

- **Addenda and Supplements.** In the event that it becomes necessary to revise any part of these instructions, a supplement will be posted to <http://www.rivercog.org/currentRFQ.html>. Respondents are free to amend or replace an already- submitted proposal up until the RFP submission deadline.
- **Inquiries.** Questions may only be submitted in writing and sent to Eliza LoPresti at elopresti@rivercog.org
- **Submission and response to questions.** All questions submitted and responses will be made publicly available at <http://rivercog.org/currentRFQ.html>. The identity of persons submitting questions will not be posted.
- **Freedom of Information.** Respondents are advised that any and all materials submitted in response to this RFQ/RFP shall become the sole property of RiverCOG and shall be subject to the provisions of §1-210 of the Connecticut General Statutes (re: Freedom of Information).

Other Legal Requirements

- **Rejection Rights: Waiver; Notification in Writing.** RiverCOG reserves the right, in its sole discretion, to:
 - Accept or right to reject any or all of the proposals submitted for consideration;
 - Waive any informalities and/or technicalities; however, notwithstanding the foregoing, RFP responses arriving late or not meeting these minimum requirements may be disqualified.
 - 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.
 - Negotiate separately in any manner necessary to serve the best interests of the RiverCOG; or,
 - Re-solicit if deemed to be in their best interest to do so. Respondents whose responses are not accepted shall be notified in writing.

- **Incurred Costs of Proposal Preparation; Payment.** No reimbursement will be made by RiverCOG or any of its municipalities for any costs incurred by Respondent in the preparation of a response to this RFP or during the selection process. Moreover, no payment shall be made for consultant work made prior to execution of an agreement.

- **Proposals to Be In Effect.** Each proposal shall state that it is valid for a period of not less than one hundred and twenty days from the date of receipt.

- **Contract/ Agreement.** Selection is also dependent upon the negotiation of a mutually-acceptable contract with the chosen firm. The successful Respondent shall enter into a contract with RiverCOG and agree to abide by all state and federal contractual requirements. By signing the agreement with the RiverCOG, the Consultant agrees to perform work as specified in the Proposed General Scope and accepts the terms and conditions set forth in the contract.

- **Affirmative Action.** RiverCOG and its member municipalities participating in this RFP are equal opportunity employers and require an affirmative action policy from all Respondents as a condition of doing business with the RiverCOG or its member municipalities, as per Federal Order 11246. By responding to this RFP, all Respondents agree to this condition of doing business with the RiverCOG or its member municipalities and, should they choose to audit for compliance, the Respondent agrees to cooperate fully.

- **Minority-owned Business Enterprise (MBE)/ Woman-owned Business Enterprise (WBE)/ Small Business Enterprise (SBE).** It is the policy of RiverCOG to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit a proposal and selection will be based on and conditioned upon satisfying the requirements described in this RFP and Proposed General Scope. These requirements apply to all proposers, including those who qualify as an MBE, WBE or SBE. Contracts awarded under this RFP will be required to meet state and regional MBE, WBE or SBE goals.

- **Length of Service.** It is expected that the agreement and work covered by this RFP and Proposed General Scope shall extend for eighteen months from the date of execution of an agreement between the RiverCOG and the consulting firm or team. No delivery of services shall start without written contract issued by the RiverCOG.

Response Requirements

By responding to this RFP Respondents will affirmatively represent that they have read, examined and understand the Project as set forth in the Proposed Scope of Work and can perform the work to achieve the objectives of the Project, including the provisions of paragraph 10, below. The following information must be submitted with the proposal. Any additional information should be contained in a clearly marked appendix.

1. **Qualifications** of the firm or individual(s) proposing to conduct the Project:
 - (a) Name, team size, and team organizational structure under which the firm(s) and personnel will conduct the study must be included.
 - (b) Relevant experience in solid waste and recycling disposal; transfer station best practices, design/engineering, operations, and permitting; and regional waste authority creation and governance.
 - (c) Clear identification of any proposed sub-consultants, along with their roles in the Project and relevant experience.
 - (d) Organizational chart.
 - (e) The location of the primary office to be used in the Project should be included.
2. **Qualifications (resumes) of key personnel** to be assigned to the project and a description of their responsibilities in conducting project tasks must be included. The Respondent shall provide the professional services identified in this Proposed General Scope and requested by the RiverCOG. The proposal must identify the person or persons who will be responsible for conducting the work as listed in this Scope. RiverCOG is requesting that a senior experienced person be the primary representative for your firm in actually performing the services.
3. **Description of other similar or related experiences** completed with references and contact information for each.
4. Respondent's understanding of the Project, including a **draft Scope of Work** for the Project, including a description of the project approach and detailed work-plan set out by task.
5. A **timeline detailing the order and duration** of listed tasks and the project as a whole, as well as which tasks will be completed by the lead, subcontractors (if any), RiverCOG, and municipalities.
6. A **detailed budget set out by task**.
7. A list of **current projects/contractual commitments** with end dates for each please include an explanation of how this project will fit in with existing work.
8. **Proof of appropriate insurance** (general liability, auto, workers compensation, and/or professional liability coverage) for the firm and its subcontractors. RiverCOG requires Consultants to provide and maintain adequate professional liability for errors and omissions in the minimum amount of Three Million Dollars (\$3,000,000) and automobile liability insurance in the minimum amount of One Million

Dollars (\$1,000,000). The Consultant(s) and subcontractors shall carry workman's compensation insurance. Proof of adequate insurance must be included in the bid application.

9. Statement of compliance with all federal and state laws and local ordinances.
10. Representation of the Respondents Pertaining to **Due Diligence** (provisions will be incorporated into any Agreement.
 - By submitting its Proposal, Respondents represent that they have examined and are thoroughly familiar with each of the elements of this RFP, the facilities, if any, covered by the RFP and the services to be provided under the ensuing Agreement. The Respondents will acknowledge that these representations shall be considered of significant importance in the evaluation of Proposals and shall be included in the Agreement for its duration.
 - Respondents shall describe in its Proposal, any discrepancies or inaccuracies in the information assembled in this RFP, any Schedules thereto, observations during site visits, if any, and any information otherwise provided by RiverCOG. An explanation shall be provided for each discrepancy or inaccuracy, giving in detail, the extent of the discrepancy or inaccuracy, and the Proposer's plan for addressing such discrepancy or inaccuracy.
 - By submitting its Proposal, Respondent shall agree that if selected it shall be solely responsible for all aspects of the implementation of its Proposal (as agreed to and authorized by RiverCOG) and all applicable governmental approvals. Accordingly, Respondent is ultimately responsible for verification of all data relating to the plans for design, development, improvement, reconstruction, construction, renovations, organization, maintenance, legal requirements and contracts, operations and management of the facilities and Respondent warrants and represents that its failure to make investigation and verification of any data or conditions shall, in no way, be cause for a future claim of ignorance of such data or conditions, nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise.
 - By submitting its Proposal, Respondent agrees that its Proposal for the plans for design, development, improvement (including any land use issues and the environmental requirements, reconstruction, construction, renovations, maintenance, operations, organization, legal requirements and contracts and management of the facilities shall meet all requirements of this RFP and applicable governmental authorities and laws. Respondents understand that they must describe all components of each activity proposed, and must take special care to identify all details of each activity within the Redevelopment Process.
 - By submission of a Proposal, Respondent shall be deemed to have warranted and represented that it has had the opportunity to:
 - Inspect and evaluate all facilities during any site visit and reviewed all statistical data representing pertinent to the Project;
 - Familiarize itself with the nature and extent of the facilities and the municipalities in which the facilities are located and has reviewed local conditions and all Legal Requirements, including all Environmental Laws, that in any manner may affect cost, progress or performance of its

services and plans for design, development, improvement, construction, renovations, maintenance, operations and management of the facilities;

- Independently review the data provided by RiverCOG and analyze the quality and completeness of the information provided or made available to the Proposer; draw their own conclusions as to the quality and completeness of the data and information provided or made available to the Proposer; accept the scope of work requested and required to be performed under this RFP and agree to perform all such work if selected as the Consultant;
- Independently review and verify, all data necessary for the facilities, including all data necessary for the proposed Improvements and plans for design, development, reconstruction, construction, renovations, maintenance, operations and management of the facilities;
- Review and make itself aware of each and every Legal Requirement applicable to the services covered by this RFP and that it will be at all times during the term of the Agreement be in compliance with all applicable Legal Requirements, including but not limited to those relating to Environmental Laws, the Worker's Compensation Act, the Fair Labor Standards Act, ADA, the Family and Medical Leave Act and all Occupational Safety and Health Legal Requirements applicable to the work covered in this RFP.
- Any Respondent's failure or omission to review or verify the data, information or conditions provided by RiverCOG or otherwise referenced in this RFP, shall in no way be cause for future claim, by such Respondent, of ignorance of such data, information or conditions nor shall such failure to review be the basis for any claim whatsoever, monetary or otherwise.
- **Disclaimer.** RiverCOG is providing the Respondents with data that it believes to be accurate; however, Respondents should not rely on that statement alone. RiverCOG is not making any representations or warranties with respect to the accuracy or completeness of the data or any other reports, information or documents provided to Respondents. Respondents should draw its own conclusions/make its own assumptions and assess risk based upon the due diligence it performs.

Submittals:

An electronic submittal is required and must be received by 4pm on Friday, ~~November 1~~, **November 12**, 2024. Digital storage media may be mailed to RiverCOG, 145 Dennison Rd., Essex, CT, 06426, or emailed to Eliza LoPresti, at elopresti@rivercog.org. ***Due Date Revised on 10/21/2024**

Selection Criteria:

After the submittal period has closed, RiverCOG will conduct interviews of select firms, based on a review of proposals, prior to making a final decision. RiverCOG will review and assess all Step One submissions based on the following criteria:

- Completeness and organization of the response.
- Overall qualifications of the consultant and its listed subcontractors.
- Project staff and their experience.
- Understanding of work to be performed.

- Proposed approach to meet all elements of the Proposed Scope of Services, including modifications, representations under item #10 of the Response Requirements and/or additions to the scope.
- The Respondent's experience with relevant, similar work and/or familiarity with the region.
- The most competitive cost proposal and budget received, taking into account both the dollar amount and the value of the services listed.

Funding.

RiverCOG received from the Connecticut Department of Energy and Environmental Protection's Regional Waste Authority Grant.

Other RiverCOG General Provisions for Contractor Agreement.

CONTRACTOR's Responsibility

CONTRACTOR shall perform its Services in accordance with the standards of skill, quality and care adhered to by recognized firms performing services of a like or similar nature under like or similar circumstances, and shall consider the recent proven and tested methods known and successfully employed by such firms. The CONTRACTOR covenants and agrees that it will perform its services under this Agreement in accordance with the customary professional standards and practices of its trade. The full extent of CONTRACTOR's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any errors in the deliverable instruments of such Services, provided that CONTRACTOR is notified by RiverCOG, in writing, of any such error within a reasonable period after discovery thereof.

In performing the services required under this Agreement, the CONTRACTOR shall conform to all applicable provisions of Federal, State and local laws and regulations including all environmental matters.

Changes

RiverCOG may at any time, by written authorization, make changes in the Scope of Services to be provided hereunder. If such changes result in an increase or a decrease in Services, the time required for its performance, or the compensation therefor, this Agreement shall be modified as set forth in GP-18 below. Under no circumstances shall CONTRACTOR proceed with additional Services or incur expenses for which additional compensation is to be charged without RiverCOG's express written authorization.

RiverCOG's Responsibility

RiverCOG shall provide criteria and complete information defining its requirements for the Project, and shall make that information and related data available for CONTRACTOR's use during the performance of this Agreement. RiverCOG shall render decisions required hereunder as indicated, or if not specifically stated, with reasonable promptness so as not to unduly delay the progress of CONTRACTOR's Services. Consultant shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements and other information provided by RiverCOG.

Project Team, Key Personnel and Approved Subcontractors

- 1. Organization of the Project Team.** CONTRACTOR shall be responsible for organizing a Project team consisting of the CONTRACTOR's personnel. CONTRACTOR shall provide documentation (including a graphical representation) of the Project team organization for the Project. CONTRACTOR shall have no supervisory or other control over any RiverCOG personnel.

- (a) **Contractor Project Team Members.** CONTRACTOR is required to provide a Project Manager and a fully qualified backup, with appropriate skills and experience, for the entire duration of the Project and will not substitute or assign personnel to the Project unless RiverCOG reviews the qualifications of the new individual and the Project Administrator approves the replacement as shall be set forth in this Agreement. Such approval shall not be unreasonably withheld by RiverCOG.
 - (b) **Other Contractor Personnel.** All additional and key CONTRACTOR support personnel required to successfully complete the Project shall be identified by the CONTRACTOR. For the duration of the Project, these support personnel will work closely with the RiverCOG staff involved in the Project.
 - (c) **Communications.** Except as may be expressly permitted by RiverCOG, all communications between the CONTRACTOR and RiverCOG and/or any outside party must be through the person designated by RiverCOG.
2. **Contractor Key Personnel.** Each of the CONTRACTOR's key personnel and a summary of their job description shall be set forth in a Schedule to the Agreement. RiverCOG shall have the right to interview any personnel identified by CONTRACTOR as a candidate for "key personnel" prior to such designation.
- (a) **Assignment of Key Personnel.** CONTRACTOR shall not designate any CONTRACTOR key personnel without consulting RiverCOG. However, pending RiverCOG's approval of an individual proposed by CONTRACTOR to be one of CONTRACTOR's key personnel, the CONTRACTOR may designate an individual to serve in that position on an interim basis.
 - (1) **Reassignment of Key Personnel.** During the Term of the Agreement, the CONTRACTOR shall not, without consultation with RiverCOG, remove any CONTRACTOR key personnel from the Project or reassign such individual except (i) for a bona fide promotion or resignation, or, (ii) if CONTRACTOR or RiverCOG reasonably determines that the individual has failed to adequately perform his or her duties; or, (iii) incapacitation; or, (iv) if the function or position is no longer required under the provisions of this Agreement; or, (v) if CONTRACTOR reasonably determines that the individual has failed to adequately conform to company policies or expectations, or to RiverCOG expectations.
 - (2) **Replacement of Key Personnel.** If any one of the identified CONTRACTOR key personnel is reassigned, becomes incapacitated, or ceases to be employed by the CONTRACTOR and therefore becomes unable to perform the assigned functions or responsibilities, CONTRACTOR shall promptly replace such person with another qualified person after consultation with and approval by RiverCOG, which shall not be unreasonably withheld.
 - a. In any such event, CONTRACTOR shall provide reasonable notice to RiverCOG, taking into account the status of the Project and the schedule pertaining thereto.

b. At the beginning of each new Release, if any, or at the milestone for a deliverable, if any, the parties shall agree on any modifications to CONTRACTOR key personnel as set forth in this Agreement, taking into account career development, the best interests of the Project and other similar issues.

2. **RiverCOG’s Right to Review Subcontractors recommended by Contractor.** CONTRACTOR may not enter into any subcontract(s) for performance of any of its obligations under this Agreement except in the manner described herein. CONTRACTOR represents that there are no legal issues or impediments that would interfere with the performance of this Agreement by any approved Subcontractor. CONTRACTOR shall be wholly responsible for the entire performance of this Agreement whether or not approved Subcontractors are used. RiverCOG reserves the right to review additional Subcontractors for this Agreement, who, once approved, shall be deemed to be approved Subcontractors, and to require that CONTRACTOR replace approved Subcontractors who are found at any time to be unacceptable to RiverCOG
3. **Contractor’s Continuing Obligation Regarding Subcontractors.** With respect to this Agreement, CONTRACTOR shall have the continuing obligation to provide RiverCOG with copies of all agreements with Subcontractors, which agreements are Public Records. Unless otherwise agreed in writing, all financial terms of agreements between CONTRACTOR and any Subcontractor shall remain “business confidential” for the duration of this Agreement.
4. **Objections to Assignment of Personnel or Subcontractors.**
 - (a) In the event RiverCOG has an objection to the assignment of personnel or a Subcontractor or deems the personnel or Subcontractor to be incompetent, careless, unqualified or otherwise detrimental to the success of the Project, RiverCOG shall notify CONTRACTOR of its objection, in writing, with the reasons enumerated therein.
 - (b) The parties shall jointly consult on corrective action and handle objections on a case-by-case basis. CONTRACTOR shall have fourteen (14) Days (including the period of joint consultation) to cure or correct any objections to the satisfaction of RiverCOG, in its sole discretion; unless RiverCOG has compelling reasons to suspend such right to cure or correct. In the event the objections are not resolved or RiverCOG believes that the reasons set forth in §4(a) remain unresolved, CONTRACTOR shall remove the unsatisfactory personnel or Subcontractor. ‘
 - (c) This provision shall not be deemed to give RiverCOG the right to require CONTRACTOR to terminate any of its employees or approved Subcontractor; it is intended to give RiverCOG only the right to require that CONTRACTOR discontinue using an employee or approved Subcontractor in the performance of services rendered under this Agreement.
 - (d) With respect to key personnel, once provided with the qualifications and work history of the replacement personnel, RiverCOG shall have seven (7) Days to review a CONTRACTOR recommendation, which may be approved or rejected by RiverCOG.
 - (e) RiverCOG and CONTRACTOR shall each endeavor to assure that proposed assignments and decisions will be accomplished in a manner that does not impinge on the schedule for this Project.

Due Diligence

1. CONTRACTOR represents that, during the procurement process, it conducted its Due Diligence by examining and becoming thoroughly familiar with each of the elements of the Project, as described in the RFP, without limitation, including the: physical items, facilities, Services and functions essential to the satisfactory implementation and operation of the Project and the Services to be provided pursuant to this Agreement. CONTRACTOR acknowledges that the representations set forth in this Agreement are hereby reaffirmed in this Agreement for the duration of the Agreement.
2. CONTRACTOR represents that CONTRACTOR does not believe that there were any discrepancies or inaccuracies in the information assembled in the RFP, any Schedules thereto, observations and any information otherwise provided by RiverCOG.
3. CONTRACTOR certifies, warrants and represents that it had the opportunity to:
 - (a) Review all relevant physical items, facilities, Services and functions essential to the satisfactory implementation and operation of the Project. Further, CONTRACTOR certifies, warranties and represents that all such items, facilities, Services and functions are included in this Agreement and there are no discrepancies in the design of the Project that would impede the successful operation of the Project, or any phase thereof;
 - (b) Ask questions as seen fit, throughout the Proposal submission and contract negotiation periods, pertinent to the Project, the capacity of RiverCOG to achieve its objectives, the available Due Diligence resources, and to review other proposers' questions and respective responses by the State; and,
 - (c) Conduct all Due Diligence prior to the submission of its Proposal and/or its negotiation and execution of this Agreement. Any additional costs, Services or deliverables resulting from the failure of CONTRACTOR to complete Due Diligence prior to submission of its Proposal and/or the execution of this Agreement shall be borne by CONTRACTOR.
4. CONTRACTOR certifies, warrants and represents that:
 - (a) Its failure to investigate and verify facts shall, in no way, be cause for future Claim of ignorance of such facts or conditions, nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;
 - (b) No additional licenses or authorizations are necessary to accomplish implementation of the Project with the exception of those expressly identified in this Agreement. However, in the event additional license or authorizations are necessary, CONTRACTOR shall pay for all permits, licenses and fees, give all required or appropriate notices and comply with all applicable federal, state and/or municipal laws or regulations.
 - (c) It is responsible for all aspects of the Project, including verification of data relating to the design requirements and specifications, and hereby confirms that the Project is and will be designed and developed in accordance with the requirements and specifications of the RFP and this Agreement;
 - (d) It is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and

shall be responsible for any costs that may result during the implementation of any Task of phase of the Project, including, but not limited to, adherence to design requirements and specifications, pricing, transition plans and migration strategy; and,

- (e) It has been responsible for specifying any changes and disclosing any new costs prior to the execution of this Agreement. Thus, in the event any changes or costs are disclosed by CONTRACTOR, or otherwise required, during the implementation of the Project or any portion thereof, the sole responsibility for any design modification, delay and costs of such changes shall reside with CONTRACTOR. CONTRACTOR shall be responsible, at its sole cost and expense, for any additional Deliverables, products or Services necessary to meet the specifications and requirements of this Agreement.

Termination

RiverCOG may terminate this Agreement at any time for any reason by giving ten (10) days advance written Notice of Termination to CONTRACTOR. Said termination shall not give rise to any claim against the RiverCOG for damages or for additional compensation. Upon receipt of Notice of Termination, CONTRACTOR shall immediately cease performance of its Services. CONTRACTOR shall be compensated for the cost of its Services performed up to and including the effective date of termination.

Confidentiality

CONTRACTOR agrees that all information provided by RiverCOG under this Agreement shall be considered confidential, and shall not be reproduced, transmitted, used or disclosed by CONTRACTOR without RiverCOG's written consent, except as may be necessary for CONTRACTOR to fulfill its obligations; provided that this limitation shall not apply to any information, or portion thereof, which is within the public domain at the time of its disclosure; was lawfully known to Contractor prior to the date of this Agreement; was lawfully obtained by the Consultant from a third party without any obligation of confidentiality; is possessed or developed by Contractor independently and apart from this Agreement; or is required to be disclosed pursuant to any statutory, regulatory or judicial requirements or other legal compulsion or Laws in which event the RiverCOG shall be provided notice and an opportunity to review and object.

No appropriation

If the RiverCOG fails to appropriate the funds required by this Agreement or fails for two consecutive months to make the payments required hereunder, the Agreement shall be deemed terminated and of no further force and effect, and the CONTRACTOR shall retain all sums previously deposited as liquidated damages, provided the RiverCOG shall pay CONTRACTOR any amounts due for services rendered as of the date of termination.

Ownership and Reuse of Documents

If any portion of CONTRACTOR's Services is incorporated into any other project than that for which the Services were performed, RiverCOG shall save CONTRACTOR harmless from any claims or liabilities arising from such action, notwithstanding CONTRACTOR's written consent. RiverCOG further agrees to hold CONTRACTOR free and harmless from and against any claims arising out of RiverCOG's use of CONTRACTOR's drawings, tracings, and specifications on extensions to this Project. The provisions of this clause shall survive the termination or completion of this Agreement and shall thereafter remain in full force and effect.

Relationship

The legal relationship of CONTRACTOR to RiverCOG hereunder shall be that of an independent contractor

RiverCOG

and not that of an agent, employee or joint venture.

Examination of Records

CONTRACTOR agrees that RiverCOG, the State of Connecticut, agencies of the Federal Government, or any other authorized representatives, shall, until the expiration of three (3) years after the final payment under the Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of such contractor, involving transactions related to CONTRACTOR. The period of access and examination described above, for records which relate to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses in relation to the performance of the Agreement to which exception has been taken by the RiverCOG, State or Federal government or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

Compliance with Laws

CONTRACTOR shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders which are in effect on the date of execution of this Agreement, including, but not limited to Executive Order No. 11246 of September 24, 1965, as amended (regarding Equal Employment Opportunity), and the orders of the Secretary of Labor pursuant thereto.

Insurance

CONTRACTOR shall provide the RiverCOG with evidence of insurance coverage of a type and in the amounts required by RiverCOG or by the Contract Documents and naming RiverCOG as an additional insured if the RiverCOG so requires. All insurance shall be taken out and maintained at no cost or expense to RiverCOG and the CONTRACTOR shall be responsible for the full amount of any deductible.

CONTRACTOR shall effect and maintain insurance to protect itself and RiverCOG against claims arising under Workmen's (Worker's) Compensation; and, from claims for damages resulting from injury to persons or destruction of property; and, from claims arising out of the performance of professional Services, caused by the negligent acts, errors, or omissions for which CONTRACTOR, its employees, agents, Subcontractors or the invitees of any of them, may be responsible. RiverCOG shall be named as an additional insured on all policies required hereunder.

Indemnification

CONTRACTOR shall indemnify, defend and save harmless RiverCOG for any damages, claims, actions and losses arising either directly or indirectly from the work performed by the CONTRACTOR. The provisions of this paragraph shall survive the expiration or termination of this Agreement and shall in no way be limited by reason of any insurance coverage.

Disputes

Should any disagreement arise between the Parties with respect to the performance of this Agreement or its termination, or with respect to any other matter, cause or thing whatsoever not herein otherwise provided for, such disagreement shall be referred to each Party's CEO, and, should they fail to achieve resolution, the disagreement may be decided by alternative forms of dispute resolution, as mutually agreed, or otherwise determined by such remedies of law as are available to the Parties.

Severability and Construction

In the event that any term or provision of this Agreement is held to be illegal, invalid, or unenforceable under the laws, regulations, or ordinances of any federal, state, or other government to which this Agreement is

subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected and shall continue in full force and effect.

The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

Remedies

The rights and remedies set forth in this Agreement shall be in addition to any other remedies provided by law, and waiver by either Party of any provision hereunder or of a breach thereof by the other Party, shall not be deemed a waiver of future compliance, and such provision shall continue in full force and effect.

Notices

All notices required or permitted under this Agreement shall be considered as duly given to any Party for all purposes if given in writing and hand delivered; or sent by registered or certified mail, postage prepaid and return receipt requested; or sent by fax, telegram, telex or cable and confirmed by registered mail, postage prepaid and return receipt requested, addressed as set forth below, or to such other address as may be designated by notice given as provided above. All notices shall be effective upon first receipt, unless otherwise specified herein.

RiverCOG
145 Dennison Road
Essex, CT 06426

Attention: _____, Project Manager

CONTRACTOR

Attention: _____, Project Manager

Modification

This Agreement may only be modified by written amendment, duly executed by both Parties. Additional work shall be performed by the CONTRACTOR only with the specific authorization of the RiverCOG under a written amendment to this Agreement.

Successors and Assignment

Each Party binds itself, its successors, assigns, and legal representatives to the other with respect to all of the covenants of this Agreement, and further agrees that it shall not assign, subcontract, hypothecate, or transfer its interest in this Agreement, or any part thereof, without the express written consent of the other Party, except that Contractor may assign its rights to collect payment as required by its lender agreements.

Order of Precedence

In the event of a conflict or inconsistency between the various parts of this Agreement, priority shall be established as shown below, with the first listed item having precedence over those that follow:

- RiverCOG General Terms and Conditions
- The Schedule (body) of the Agreement

Extent of Agreement

This Agreement contains all the promises, representations, and understandings of the Parties and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified as set forth in herein

Governing Law

Unless otherwise specified, this Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

Inspection and Acceptance

All work performed by CONTRACTOR shall be subject to inspection and acceptance by RiverCOG. CONTRACTOR agrees that RiverCOG, the State of Connecticut, agencies of the Federal Government, or any other authorized representatives, shall, until the expiration of three (3) years after the final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such contractor, involving transactions related to the contractor.

The period of access and examination described above, for records which relate to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses in relation to the performance of the contract to which exception has been taken by RiverCOG, State or Federal government or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

Exhibit A

Exhibit A

APPENDIX A SCOPE OF WORK

Purpose: The purpose of this Regional Waste Authority (“RWA”) Grant administered by the Department of Energy and Environmental Protection (“DEEP”) is to provide funds to the **Lower Connecticut River Valley Council of Governments** (“RiverCOG” or “Contractor”) evaluate the potential for its member municipalities to form or join a new or existing RWA (the “Project”). Under this Project, the Contractor will identify and analyze the existing assets, programs, and initiatives of RiverCOG and its municipalities for the purpose of developing utilizing all available options to coordinate the various municipal waste operations into a RWA. The focus of such RWA would be the development of a comprehensive regional solution for managing solid waste, food scraps, recyclables, household hazardous waste, and other solid waste or product stewardship initiatives of regional interest.

Description: The Contractor agrees to conduct the Project) entitled: **RiverCOG Regional Waste Authority.**

I. Deliverables Title(s): Upon receipt and written acknowledgement of the receipt execution of this Contract, the Contractor shall perform the following tasks.

A. Task 1: Comprehensive RWA Study

1. The Contractor shall conduct a RWA study, which shall include the preparation of a written evaluation and planning report (the “Report”) that summarizes the existing municipal waste operation assets, programs, and initiatives in the RiverCOG region, including all of its constituent municipalities. DA staff of the Materials Innovation and Recycling Authority (“MIRA”) shall be available to provide the contractor with information. Pertinent to the current operations of the facilities and programs. The Contractor may utilize the assistance of a qualified subcontractor to conduct the RWA Study. In the event that the Contractor utilizes a subcontractor, the Contractor shall develop and implement a competitive bidding process to select such qualified subcontractor. The Contractor shall submit the RWA Study to DEEP upon completion. The Contractor shall include the following information in the Report.

a. An inventory of existing waste operations within RiverCOG municipalities, including location of the current solid waste management facilities and infrastructure, as well as an assessment of the following for each facility: (i) assets and equipment utilized; (ii) materials and annual tonnage handled; and, (iii) other services and associated costs included in the provision of services o RiverCOG residents;

- b. An analysis of the current and potential capacity for a RWA and other waste operation infrastructure or other potential consolidation pathways within RiverCOG;
- c. An inventory of licensed waste haulers, transfer stations, and other waste facilities within RiverCOG, including (i) annual operating costs; (ii) tip fees; (iii) material transportation and deliver (“T& D”) costs; (iv) annual revenues; (v) primary service contracts and effective dates for commencement and termination (including renewal options or extensions); (vi) permit and registration fees; (vii) site characteristics; (viii) proximity to other facilities and regional transportation infrastructure; (ix) involvement with any existing regional waste organizations. ;
- d. Demographic, socio-economic, and housing data of each RiverCOG municipality;
- e. An inventory of any existing regional waste organizations that could be expanded to cover RiverCOG and assesses feasibility and desirability of such an expansion;
- f. An assessment of the level of interest, potential concerns, and qualitative feedback of the leadership and representative organizations in each RiverCOG municipality;
- g. A list of potential services that could be performed by a RWA, including maximum operational capacity for existing facilities, facility consolidation pathways, and operational potential for possible new or expanded facilities;
- h. A cost-benefit analysis of potential regional services as described in 1.g. above, in the event that the RiverCOG chooses to establish a new RWA.
- i. Recommendations for the consolidation or expansion of existing waste infrastructure and any recommendations for any no-cost service improvements to the current municipal waste operations;
- j. A recommendation and ranking of the following, including an explanation for such rankings and issues or concerns with the less favorable options:
 - (i) Opt-in collaboration on individual initiatives, including examples of such individual initiatives;
 - (ii) Organize a semi-regionalization approach for municipal waste services;
 - (iii) Join an existing RWA
 - (iv) Establish a new RWA
- k. Any other additional information deemed necessary by DEEP.

2. The Contractor shall submit the Report to DEEP.

B. Task 2: Technical Evaluation and Assessment of the MIRA Transfer Station (Essex)

The Contractor shall conduct a thorough assessment of the facilities and operations of the MIRA transfer station located in Essex, Connecticut (“MIRA Assessment”). The Contractor may utilize the assistance of a qualified subcontractor to conduct the MIRA Assessment. In the event that the Contractor utilizes a subcontractor, the Contractor shall develop and implement a competitive bidding process to select such qualified subcontractor. The Contractor shall submit

the MIRA Assessment to DEEP upon completion.

C. Task 3: Implementation, RWA Establishment, and Initial Operation.

1. Funding to support continuation of this Project and the deliverables contained in this Task 3 is contingent upon the Contractor's timely indication to DEEP of its intention to develop a plan for implementation regarding the establishment of a new RWA or combining with an existing RWA under Task 1. In the event that the Contractor indicates that it will not initiate planning for the establishment of a new RWA or combining with an existing RWA or fails to make any indication of its intention under Task 1, DEEP reserves the right to discontinue funding to the Contractor for the tasks outlined in Task 3 herein of this Contract.

2. The Contractor shall establish legal and technical groundwork for the implementation of recommendations identified in the Report. Such legal and technical groundwork shall include the following.

a. The Contractor shall establish bylaws and a governance structure for the RWA.

b. The Contractor shall Draft Memorandum of Understanding ("MOU") between the RWA and each municipality in RiverCOG.

c. The Contractor shall draft ordinances and/or municipal legislative resolutions necessary for carrying out the implementation, governance and operational structure and goals of the RWA.

d. The Contractor shall draft requests for proposals/qualifications/information (RFPs/RFQs/RFIs) for services, professionals, or information necessary to create, implement and staff the RWA. The Contractor shall implement competitive procurement processes to select such staff and technical services providers for the RWA.

e. The Contractor shall also select a director for the RWA. Upon selection of the RWA director, the Contractor shall transfer responsibility for the operation of the RWA to the RWA director.

3. The Contractor shall continue to provide ongoing operational support of the RWA, including performing ongoing residential outreach, engagement, and education, ongoing data collection and receipt of residential feedback, enforcement, and compliance. The Contractor shall provide such data to DEEP in a timely manner upon such request.