



**REQUEST FOR QUALIFICATIONS
& REQUEST FOR PROPOSALS**

Naugatuck Valley Regional Waste Authority Study

SUBMISSION DEADLINES

Step One: Friday, August 30, 2024

Step Two: Friday, October 11, 2024 (subject to change)

SUBMIT ELECTRONIC PROPOSALS TO

Christine O'Neill
Environmental Planner II
coneill@nvcogct.gov

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1. Intent

The Naugatuck Valley Council of Governments (NVCOG) is seeking a qualified consultant firm to identify and analyze the existing waste management assets, programs, and initiatives of NVCOG and its municipalities; to develop alternatives that will coordinate the various municipal waste operations into a Regional Waste Authority (RWA) with a focus on comprehensive regional solutions for managing solid waste, food scraps, and recyclables; and to prepare legal documents for a new or expanded RWA.

2. Background and Purpose

The NVCOG Board, comprised of 19 chief elected officials in west-central Connecticut, has identified sustainable waste management as an area of special focus due to rising tipping fees and decreased in-state disposal capacity. Understanding that no “silver bullet” exists to solve this issue, COG staff have pursued a number of grants and projects to reduce waste, divert food scraps, and educate the public. Under the aegis of the NVCOG Board, staff applied for and received a grant from the Connecticut Department of Energy and Environmental Protection (CT DEEP) Regional Waste Authority Grant Program. The goal of the program is to help municipalities evaluate interest and identify governance to form new or expand existing regional waste authorities and engage in planning activities for diversion programs and infrastructure development.

RWAs are authorized by [Connecticut General Statutes Sec. 7-273aa-oo](#) 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, this project has two phases. The deliverable for Phase I is a written evaluation and planning report that summarizes existing waste operation assets, programs, and initiatives in Naugatuck Valley municipalities; documents support, concerns, and feedback from stakeholders; and analyzes the costs and benefits of several alternatives to recommend a preferred path forward to establish regionalization or semi-regionalization of waste management. The deliverable for Phase II is legal documentation and technical groundwork to establish the chosen alternative.

Throughout both Phases, the consultant firm is anticipated to work closely with chief elected officials, municipal staff, existing Regional Waste Authorities, and COG staff. The firm should be prepared to conduct qualitative and quantitative research in each of the 19 municipalities to understand their unique waste management structures. Where appropriate, the firm may also be asked to coordinate with other recipients of CT DEEP's Regional Waste Authority Grant. The NVCOG Waste, Reuse, and Recycling Committee will serve as the steering committee for this project, providing direction and feedback at monthly meetings.

3. Proposed General Scope

Below is a proposed general scope for Phase I and Phase II for this project, based on CT DEEP contract requirements and guidance from the NVCOG Waste, Reuse, and Recycling Committee. As described in the "Submission Requirements" section, respondents are expected to expand upon this information to create a detailed approach.

3.1 Phase I – Regional Waste Authority Study

Complete a written evaluation and planning report which includes at a minimum:

- A. Inventory of existing operations, costs, waste infrastructure and potential capacity in each NVCOG municipality.
- B. Type of and location of existing waste management facilities; equipment used in operations; materials and annual tonnages handled; fees charged at each facility; general site characteristics; and proximity to other facilities and regional transportation infrastructure.
 - 1. List of licensed haulers; transfer station and other facilities annual operating costs, tip fees; material T&D costs; annual revenues; primary service contracts and dates; permit and registration fees; demographics,
 - 2. Municipal demographic, socio-economic and housing data.
 - 3. Involvement with any existing regional waste organizations.
- C. Level of interest, potential concerns, and qualitative feedback from leadership of each NVCOG municipality.
- D. 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.
- E. Cost-benefit analysis of potential regional services as described in 1.c. above and under a "no-build" scenario.

- F. Recommendations for any no-cost service improvements.
- G. Recommendations for implementation including but not limited to:
 - 1. Opt-in collaboration on individual initiatives
 - 2. Semi-regionalization of services
 - 3. Joining an existing RWA
 - 4. Creation of a new RWA
 - 5. Transformation of an existing regional group (such as an operating committee) into an RWA
- H. Discussion of potential facilities, infrastructure, or technology that a RWA could site or adopt, including but not limited to: volume reduction through maceration; biochar; anaerobic digestion; transportation of waste through freight rail; and others.
- I. Inventory of existing ordinances, charter provisions, or other legal mechanisms for waste and recycling enforcement for each NVCOG municipality.
- J. Findings to be included in a statewide report, created in collaboration with other recipients of CT DEEP's Regional Waste Authority Grant.

3.2 Phase II – Implementation, Establishment, and Initial Operation

Establish legal and technical groundwork for implementation of recommendations identified in report submitted under Phase I:

- A. Proposed bylaws and governance structure for the RWA, if a new RWA is proposed.
- B. Draft Memorandum of Understanding (MOU) between the RWA and constituent municipalities.
- C. Draft ordinances and/or municipal legislative resolutions.
- D. Draft Requests for Proposals/Qualifications/Information for services, professionals or information necessary to create and staff the RWA.

4. Project Timeline

Phase I must be completed no later than July 18, 2025.

Phase II must be completed no later than June 30, 2026.

5. Information and Inquiries

Updates and amendments to this Request for Qualifications & Proposal (RFQ/RFP) will be posted at: <https://nvcogct.gov/for-vendors/>.

Questions related to this RFQ/RFP must be submitted via email to Christine O’Neill at coneill@nvcogct.gov by Friday, August 16th. Responses will be posted by Wednesday, August 21st at: <https://nvcogct.gov/for-vendors/>.

No contact with any other NVCOG staff, municipal personnel, or project partner, other than the authorized contact person, is allowed until such time as an award has been made.

6. Selection Process and Timing

COG staff anticipates a two-step selection process.

6.1 Step One: Request for Qualifications

The first step is the Request for Qualifications, for which respondents are asked to submit a Letter of Interest, Qualifications, and Approach. COG staff will evaluate the submissions and select several firms with the highest quality responses to move forward.

Responses must be received **no later than 2:00 pm on Friday, August 30, 2024**. Proposals received after the date and time prescribed shall not be considered.

6.2 Step Two: Request for Proposals

COG staff will then develop a revised scope based on the approaches received and invite the selected firms to submit cost proposals and schedules. Firms may also submit additional tasks or other recommendations to build upon the revised scope. Upon receipt of the cost proposals, COG staff will select a firm to recommend to the NVCOG Waste, Reuse, and Recycling Committee.

Responses must be received **no later than 2:00 pm Friday, October 11th, 2024**. This date is subject to change. Note that only invited firms may submit a response to Step Two.

6.3 Negotiation

NVCOG reserves the right to further negotiate the submitted proposal if deemed necessary. A 30-day period will be provided for the selected consultant and NVCOG to

finalize the contract fee, scope of service and agreement. At the end of the 30-day negotiation period, the contract shall be awarded. If a negotiated fee and scope cannot be mutually agreed to by both parties, the NVCOG will terminate negotiation and begin negotiation with a second firm.

7. Submission Requirements

By responding to this RFQ/RFP, respondents represent that they have read, examined, and understand the anticipated work as described in the Proposed General Scope and can perform the work to achieve the objectives of this project.

7.1 Submission Requirements for Step One: Request for Qualifications

Respondents are asked to organize Step One submissions in three parts: Letter of Interest, Qualifications, and Proposed Approach. Please note that respondents are not asked to submit a fee proposal at this stage.

7.1.1 Letter of Interest

The Letter of Interest should include:

- The name and address of the consultant.
- The name, title, phone number, and email address of the individual(s) authorized to execute the contract and who may be contacted with questions.
- List of any proposed subconsultants or associate firms expected to participate in the project team, and the portions of the project they will undertake.

7.1.2 Qualifications

The Qualifications should include:

- An overview of the firm's relevant qualifications as they apply to this project.
- A description of services offered by the firm and its subs.
- Resumes of key personnel proposed to work on the assignment, with an emphasis on relevant and in-region experience.
- An organizational chart.
- A description of the team's capacity to execute Phase I and II.
- A description and status of comparable project experience, including references.

7.1.3 Approach

The Approach should include:

- The firm's understanding of the scope of services.
- A detailed project approach for both Phase I and II of the Proposed General Scope, incorporating examples of approaches used on similar projects.
- Any suggested modifications or additions to the Proposed General Scope deemed necessary to meet the goals of this project.

7.2 Submission Requirements for Step Two: Request for Proposals

After NVCOG reviews the responses to Step One, staff will develop a revised scope of work. This scope will be sent to the top, chosen firms from the first step, soliciting a Step Two submission.

The following shall be included in the Step Two submission:

- The firm's understanding of the revised scope, with any additional tasks or recommendations.
- A detailed cost proposal including estimated fees for each task or service and the basis for such fees including estimated hours, expected staff associated with the tasks and fees by task and hour for staff. All other associated costs such as travel expenses, subcontractors, etc. should be listed and described in detail. Any additional tasks or deliverables associated with this scope of services (including additional costs) that the respondent identifies that are not included in this RFQ/RFP, but are required to achieve the project objectives, should be described in detail in the proposal with costs for all items.
- A detailed project schedule, including proposed start date, Phase I and Phase II completion dates, and a schedule of interim milestones. The response shall include any tasks associated with those deliverables it identifies even if not contemplated by this RFQ/RFP.
- A statement that the response will remain in effect for ninety (90) days after the response date deadline.

7.3 Submission Format

Respondents must provide all documentation in a digital format. Paper submissions will not be accepted. Responses for both Step One and Step Two must be received via email with the subject line: *Regional Waste Authority RFQ/RFP Response*. The firm name shall be

included in the subject line. Within the body of the email, the respondent shall include the name of the firm submitting the proposal, its full address, the primary contact person, and contact information.

Emails shall be sent to:

Christine O'Neill, Environmental Planner II
Naugatuck Valley Council of Governments
Email: coneill@nvcogct.gov

8. Selection Criteria

8.1 Criteria for Step One: Request for Qualifications

NVCOG 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 General Scope, including modifications or additions to the scope.
- The firm's experience with relevant, similar work and/or familiarity with the region.

8.2 Criteria for Step Two: Request for Proposals

NVCOG will base this decision on the most competitive cost proposal received, taking into account both the dollar amount and the value of the services listed.

Appendix A: Other Requirements

Freedom of Information

Respondents are advised that any and all materials submitted in response to this RFQ/RFP shall become the sole property of NVCOG and shall be subject to the provisions of Section 1-210 of the Connecticut General Statutes (re: Freedom of Information).

Incurred Costs

This RFQ/RFP does not commit the NVCOG or any of its Municipalities to award a contract or to pay any costs incurred in the preparation of a response to this request. Neither the NVCOG nor its member municipalities will be liable in any way for any costs incurred by respondents in replying to this RFQ/RFP.

Insurance

The NVCOG 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.

Personnel

The Contractor shall provide the professional services identified in this Proposed General Scope and requested by the NVCOG. The proposal must identify the person or persons who will be responsible for conducting the work as listed in this Scope.

The NVCOG is requesting that a senior experienced person be the primary representative for your firm in actually performing the services.

Length of Service

It is expected that the agreement and work covered by this RFQ/RFP and Proposed General Scope shall extend for fifteen (15) months from the date of execution of an agreement between the NVCOG and the consulting firm or team. No delivery of services shall start without written contract issued by the NVCOG.

Contract/ Agreement

The successful firm shall enter into a contract with the NVCOG and agree to abide by all state and federal contractual requirements. By signing the agreement with the NVCOG, the Consultant agrees to perform work as specified in the Proposed General Scope and accepts the terms and conditions set forth in the contract.

Acceptance or Rejection by the NVCOG

The NVCOG reserves the right to accept or reject any or all responses submitted for consideration, to waive any informalities and/or technicalities, or to negotiate separately in any manner necessary to serve the best interests of the NVCOG. Respondents whose responses are not accepted shall be notified in writing.

Amending or Canceling RFQ/RFP

The NVCOG reserves the right to amend or cancel this RFQ/RFP, prior to the due date and time, if it is deemed to be in its best interest to do so.

Affirmative Action

The NVCOG and its member municipalities participating in this RFQ/RFP are equal opportunity employers and require an affirmative action policy from all consultants as a condition of doing business with the NVCOG or its member municipalities, as per Federal Order 11246. By responding to this RFQ/RFP, all consultants agree to this condition of doing business with the NVCOG or its member municipalities and, should they choose to audit for compliance, the consultant agrees to cooperate fully.

Minority-owned Business Enterprise (MBE)/ Woman-owned Business Enterprise (WBE)/ Small Business Enterprise (SBE)

It is the policy of NVCOG 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 RFQ/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 RFQ/RFP will be required to meet state and regional MBE, WBE or SBE goals.

Appendix B: NVCOG General Provisions For Contractor Agreement

GP-1 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 NVCOG, 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.

GP-2 Changes

NVCOG 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 NVCOG's express written authorization.

GP-3 NVCOG's Responsibility

NVCOG 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. NVCOG 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 NVCOG.

GP-4 Termination

The NVCOG 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 NVCOG 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.

GP-5 Confidentiality

CONTRACTOR agrees that all information provided by NVCOG under this Agreement shall be considered confidential, and shall not be reproduced, transmitted, used or disclosed by CONTRACTOR without NVCOG'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 NVCOG shall be provided notice and an opportunity to review and object.

GP-6 Nonappropriation

If the NVCOG 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 NVCOG shall pay CONTRACTOR any amounts due for services rendered as of the date of termination.

GP-7 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, NVCOG shall save CONTRACTOR harmless from any claims or liabilities arising from such action, notwithstanding CONTRACTOR's written consent. NVCOG further agrees to hold CONTRACTOR free and harmless from and against any claims arising out of NVCOG'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.

GP-8 Relationship

The legal relationship of CONTRACTOR to NVCOG hereunder shall be that of an independent contractor and not that of an agent, employee or joint venturer.

GP-9 Examination of Records

The Contractor agrees that the NVCOG, 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 the NVCOG, State or Federal government or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

GP-10 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.

GP-11 Insurance

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

CONTRACTOR shall effect and maintain insurance to protect itself and NVCOG 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. NVCOG shall be named as an additional insured on all policies required hereunder.

GP-12 Indemnification

CONTRACTOR shall indemnify, defend and save harmless the NVCOG 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.

GP-13 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.

GP-14 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.

GP-15 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.

GP-16 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.

NVCOG

Naugatuck Valley Council of Governments
49 Leavenworth Street, Suite 301
Waterbury, CT 06702
(203) 757-0535
Attention: Craig Stevenson, Project Manager

GP-17 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 NVCOG under a written amendment to this Agreement.

GP-18 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.

GP-19 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:

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

GP-20 Extent of Agreement

This Agreement contains all of 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 GP-18.

GP-21 Governing Law

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

GP-22 Inspection and Acceptance

All work performed by the CONTRACTOR shall be subject to inspection and acceptance by the NVCOG.

The Contractor agrees that the NVCOG, 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 the NVCOG, State or Federal government or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.