PART 2 – PROCUREMENT FORM (PROJECT-SPECIFIC)

I. PROJECT OVERVIEW

1. Project Title

WestCOG Household Hazardous Waste Collection Services Procurement

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2. Issuing Organization

Western Connecticut Council of Governments (WestCOG)

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3. Project Description

The attached request for proposals is a joint effort of six (6) Southwestern Fairfield County municipalities: Darien, Greenwich, New Canaan, Norwalk, Stamford, and Westport (the TOWNS) with the assistance of WestCOG. The TOWNS, through WestCOG, seek proposals to collect household hazardous waste generated only by residential sources. Proposers should note that results of this solicitation will be used to set up one-day collection events for each of the TOWNS and that residents of any of the TOWNS may participate in the events of any of the other of the TOWNS. The TOWNS have an executed Inter-Municipal Agreement. WestCOG is acting as agent for the TOWNS in administering this RFP. The successful proposer (CONTRACTOR) shall, at its sole cost and expense, furnish all equipment, labor and materials necessary to perform the Services described in this RFP and to execute a contract with each of the TOWNS.

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4. Funding Source(s)

☐ Federal (specify: _____)
☐ State (specify: OPM, Regional Services Grant (RSG))
☑ Local
☐ Other: _____

II. PROCUREMENT METHOD AND SUBMISSION TYPE

5. Procurement Method

☐ Qualifications-Based Selection (QBS)
☐ Qualifications + Cost (Non-QBS)
☑ Request for Proposals (RFP)
☐ Sole-Source Procurement
☑ Other (describe): Sealed proposals will be received until the time, date and location noted on the invitation page of this RFP. Following this proposal submission deadline, all proposals shall be opened by WestCOG and the results shared with representatives of each of the TOWNS. Each of the TOWNS will be responsible for Contractor selection and contract negotiations/execution.

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6. Cost Proposal Requirement

☐ Not required at time of submission
☑ Required at time of submission

If required:

Cost Format:
☐ Lump sum
☐ Hourly rates
☐ Task-based / line item
☑ Other: Contractor shall provide pricing based upon the quantity (volume) of materials delivered by each resident vehicle during the collection event. “Household” shall be equivalent to fifteen (15) gallons or twenty (20) pounds. “Half Household” shall be equivalent to seven (7) gallons or ten (10) pounds. The Pricing Response Form can be found in Part 3, Attachment 1c(1). There is not a maximum budget for each town in connection with this RFP.

III. SCOPE OF SERVICES

Services shall commence on January 1, 2027 and terminate on December 31, 2031(the period).

Event details will be finalized before execution of contracts.

During the term of the contracts, each of the TOWNS will conduct one (1) household hazardous waste collection event during each calendar year. Each will be a single-day

event, conducted on a Saturday at a location designated by each of the TOWNS. Events will generally be conducted between the hours of 8:00 AM and 3:00 PM from April through October. The schedule for the first year of the base period is found in Part 3, Attachment 4. Schedules for succeeding years shall be established prior to March 31 of each calendar year. Each TOWN will coordinate the hours of its event with the CONTRACTOR and advertise the hours on its website and through other media. Residents from any of the TOWNS may participate in the collection event of any other of the TOWNS.

The CONTRACTOR will be required to obtain all regulatory permits or authorizations required to conduct the household hazardous waste collection programs. Prior to the first collection day, the CONTRACTOR shall prepare and submit all applicable Federal, State and local permits and provide proof of same to WestCOG and to the TOWNS.

Under this RFP, the TOWNS will accept household hazardous waste generated only from residential sources. Notwithstanding the foregoing, the CONTRACTOR will be required to operate each household hazardous waste collection event in accordance with the standards/statutes for large quantity handlers of universal waste found at 40 CFR 273.30 through 273.40 (Subpart C - Standards for Large Quantity Handlers of Universal Waste), as well as the Regulations of Connecticut State Agencies ("RCSA") 22a-449(c)-113(d)(1)(A) through (E). Any used household hazardous wastes that are generated from municipal sources shall be managed in accordance with all applicable sections of RCSA 22a-449(c)-113, Standards for Universal Waste Management.

The Household Hazardous Waste accepted for collection shall be generated only by residential sources, and shall include, but not be limited to, items listed in Part 3 of this RFP, at Attachment 8. Whether other types of household hazardous waste are included will be determined on the basis of negotiations between the TOWN and the CONTRACTOR.

Connecticut has adopted and implemented a paint stewardship program (PaintCare Connecticut) and may adopt and implement other product stewardship programs covering acceptable HHW materials during the course of this contract or subsequent extensions.

CONTRACTOR shall work in conjunction with the paint stewardship program and any other implemented stewardship program to accept, collect, transport, and process products covered by such stewardship programs and laws at no direct charge to the TOWNS, except to the extent a charge is expressly authorized in writing by the affected TOWN.

CONTRACTOR will be required to execute a separate agreement with PaintCare.

Here is the link to the PaintCare website for acceptable and not acceptable PaintCare products: https://www.paintcare.org/paintcarestates/connecticut/#/everyone?products-we-accept

At the direction of the TOWNS, the CONTRACTOR must organize and supervise one-day household hazardous waste collection events at six (6) specified sites, one in each TOWN, on six (6) separate dates during each calendar year of the contract(s). Events will be conducted from April through October. The schedule for the first year of the base period is in Part 3 of this RFP, at Attachment 4. Schedules for succeeding years shall be established prior to March 31 of each calendar year.

Prior to the first collection day, CONTRACTOR shall prepare and submit all applicable Federal, State, and local permits and provide proof of same to the TOWNS, with a copy to WestCOG.

On each collection day, CONTRACTOR shall collect household hazardous waste generated only by residential sources from within the TOWNS. CONTRACTOR shall remove the hazardous waste materials from each attending vehicle. After identification of the materials, CONTRACTOR shall collect, segregate, consolidate, and lab pack all hazardous waste materials prior to labeling. At each event, CONTRACTOR must provide equipment needed for the temporary storage and transport of collected household hazardous waste, including pallets, pallet jack, Gaylord bulk boxes, tractor trailer with lift gate, covered back-up truck or roll-off containers, shrink wrap/sealing tape, traffic cones, and other equipment as may be desirable. Scales are not available at any of the TOWNS sites. CONTRACTOR must provide a scale or scales at each event, if needed.

CONTRACTOR shall assume "generator" status, from the point hazardous waste is accepted, as such is defined in relevant Federal, State and local laws, rules, regulations and ordinances, including, but not limited to, 40 CFR Part 261 and RCSA 22a-449(c)-102. CONTRACTOR certifies that on each collection day it shall have a valid EPA identification number for generation, transportation, and storage of hazardous wastes and acutely hazardous wastes. Title to all wastes accepted by CONTRACTOR at each site shall pass to CONTRACTOR at the time of its acceptance. Hazardous materials to be collected are listed in Attachment 8.

CONTRACTOR shall prepare and submit with its proposal a Waste Management Plan identifying, by waste category, the anticipated receiving facility or facilities, transportation method, management method, and final disposition for collected materials. The Waste Management Plan shall identify any waste categories for which CONTRACTOR proposes combustion-based management, including incineration, fuel blending, use as fuel, or burning in cement kilns. The TOWNS' acceptance of a proposal shall not constitute acceptance of any undisclosed or materially different waste management method or facility. Upon acceptance by the TOWNS, the Waste Management Plan shall be incorporated into and made part of the Contract.

CONTRACTOR shall manage all collected household hazardous waste using lawful, permitted, waste-specific, and environmentally protective methods. Management methods shall be selected based on the characteristics of the waste and the protection of public health and the environment, rather than on a categorical preference for any single treatment or disposal method.

Where technically suitable and commercially reasonable, CONTRACTOR shall give to non-combustion methods that neutralize, detoxify, recycle, stabilize, encapsulate, or otherwise reduce the hazard of the waste. For wastes that cannot reasonably be neutralized, detoxified, recycled, or treated to reduce toxicity, CONTRACTOR shall use methods that safely concentrate, stabilize, contain, isolate, destroy, or dispose of the waste in accordance with applicable law.

Combustion-based management methods, including incineration, fuel blending, use as fuel, or burning in cement kilns, are disfavored under this Contract and shall not be treated as recycling, beneficial reuse, reclamation, diversion, or other preferred management. CONTRACTOR shall not use combustion-based management methods for any waste category unless such method is identified in the accepted Waste Management Plan, or unless CONTRACTOR has provided prior written notice and justification to the TOWNS demonstrating that reasonably available non-combustion methods are not technically suitable, are not commercially reasonable, or would provide less protection to public health or the environment for that waste category. Any material change from the accepted Waste Management Plan, including use of a different receiving facility or a different final management method, shall require prior written notice to and acceptance by the TOWNS, except where immediate action is required to address safety, legal, transportation, or emergency conditions.

Land disposal may be used only where lawful, where the waste has been treated or otherwise managed as required by applicable law, and where such disposal is appropriate for the specific waste stream. CONTRACTOR shall not dispose of untreated hazardous waste by land disposal where treatment is required by applicable law. Land disposal shall not be considered less preferred than combustion-based management unless CONTRACTOR demonstrates that combustion is more protective for the specific waste stream.

CONTRACTOR shall transport collected wastes only to the CONTRACTOR's Treatment, Storage, or Disposal Facility ("TSDF") or to another treatment, storage, recycling, disposal, or management facility identified in the accepted Waste Management Plan, unless CONTRACTOR provides prior written notice to and obtains acceptance from the TOWNS for

an equivalent alternative facility. All such facilities shall be properly licensed, permitted, or otherwise authorized to receive and manage the applicable materials.

CONTRACTOR shall consolidate all hazardous waste materials to the maximum extent possible consistent with personal and public safety, proper waste management, and applicable law. At the end of each collection day, CONTRACTOR shall remove collected hazardous waste materials from each site and transport such wastes in compliance with all applicable Federal, State and local laws, regulations, rules and orders, including requirements for manifesting, packaging, labeling, marking, and placarding. CONTRACTOR shall keep detailed records of all waste delivered to each facility and shall ensure that any companies used for the transportation of hazardous waste are licensed and are fully insured to transport such waste.

CONTRACTOR shall provide technical assistance to the TOWNS by providing any reasonably requested information in developing public education programs and in carrying out other tasks associated with hazardous waste collections. CONTRACTOR agrees, upon request, to conduct a meeting with each host community's officials at a time mutually agreeable to CONTRACTOR and such officials to discuss site-specific safety and logistical concerns prior to each collection.

The CONTRACTOR must provide qualified individuals trained to oversee and supervise one-day collection events, including providing an employee or agent of the CONTRACTOR trained in the identification and handling of all hazardous waste and acutely hazardous waste as defined by Federal, State, and local laws, rules, regulations and ordinances. The collection shall be conducted in a manner convenient to participants and with as little delay as reasonably possible.

CONTRACTOR shall test, accept or reject, and appropriately manage any unknown or unidentified substances. CONTRACTOR reserves the right to reject any waste that it determines would be illegal, unsafe, outside the scope of the program, or otherwise inappropriate to transport, manage, or dispose of under applicable law, permit conditions, or facility requirements. CONTRACTOR shall document the basis for any rejection of waste and shall notify the applicable TOWN of such rejection. CONTRACTOR shall be solely responsible for any damage, fines, penalties, or other costs that arise out of its failure to test, identify, manage, transport, or dispose of any such substances.

CONTRACTOR shall conduct the collection on each collection day regardless of weather conditions except in the event of severe weather. CONTRACTOR may, with a TOWN’s prior written approval, postpone its performance hereunder to a date mutually agreed upon by

CONTRACTOR and the TOWN. In the event of a postponement, CONTRACTOR shall give advanced notice to the public by every reasonable means available.

The CONTRACTOR must maintain records on a product basis, using a universally accepted computerized database compatible with most systems, which upon request can be delivered to the TOWNS.

The CONTRACTOR shall provide all required reporting to the State of Connecticut Department of Energy and Environmental Protection (DEEP), and to similar agencies of any other States as required, and the Environmental Protection Agency (EPA), and shall assume responsibility for continuing compliance with all Federal, State and local health, safety and environmental laws, rules, regulations and ordinances.

The TOWNS will control traffic into and out of the sites. The CONTRACTOR shall provide personnel, as needed, for traffic control within the site to screen out unauthorized participants, including non-residential generators and residents from non-member municipalities, and to record survey information from residents participating in the program. In conjunction with the host community coordinator, the CONTRACTOR must verify and record all participants' origin to confirm eligibility and submit this record to the host community with CONTRACTOR's invoice. Only residents from the TOWNS may participate. If the CONTRACTOR allows any entity to participate which does not reside within one of the TOWNS, then the CONTRACTOR shall bear all costs associated with that waste and shall not charge the TOWNS for such waste.

CONTRACTOR shall maintain each site in a clean and safe manner and coordinate any spill control measures that may be required in accordance with all relevant laws, rules, regulations and ordinances.

CONTRACTOR shall indemnify, defend, and hold harmless the TOWNS, WestCOG, and respective officers, officials, employees, and agents from and against claims, damages, losses, liabilities, penalties, fines, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from CONTRACTOR's performance of the services, but only to the extent caused by the negligent, reckless, willful, or unlawful acts or omissions of CONTRACTOR, its employees, agents, subcontractors, transporters, or disposal facilities; CONTRACTOR's failure to comply with applicable federal, state, or local laws, regulations, permits, approvals, or orders; CONTRACTOR's failure to properly identify, package, label, handle, transport, treat, recycle, store, dispose of, or document collected materials; or CONTRACTOR's use of a facility or management method not authorized under this Contract. This indemnification shall not apply to the extent a claim, damage, loss, liability,

penalty, fine, cost, or expense is caused by the negligence or willful misconduct of the indemnified party.

CONTRACTOR shall send bills to each TOWN individually for their residents who participate in each of the events within ten (10) business days following each household hazardous waste collection event.

Within thirty (30) days after the final collection event each calendar year, CONTRACTOR shall provide the TOWNS, with a copy to WestCOG, an annual disposition report identifying the quantities collected by waste category, the receiving facility or facilities, the management method, and the final disposition of each category, including whether the material was recycled, neutralized, treated, stabilized, encapsulated, combusted, fuel blended, landfilled, or otherwise disposed of.

Cancellation: the TOWNS reserve the right under this Procurement to cancel their agreements with the CONTRACTOR at any time during the period covered by this Procurement, including those set forth in individual contracts between the TOWNS and the CONTRACTOR.

8. Deliverables

The successful proposer (CONTRACTOR) shall, at its sole cost and expense, furnish all equipment, labor and materials necessary to perform the Services described in this RFP and to execute a contract with each of the TOWNS. Performance security is required.

The CONTRACTOR shall be responsible for performing all the services in accordance with the terms of agreement of each of the TOWNS. The CONTRACTOR shall, at its sole cost and expense, be solely responsible for providing all personnel, labor and all equipment or materials necessary to perform the services.

The CONTRACTOR shall:

• Organize and supervise one-day household hazardous waste collection events at six (6) locations on six (6) separate dates during each calendar year.

• Provide all containers and other equipment needed to achieve the safe collection, storage and removal of acceptable household hazardous waste. Additionally, set up plastic sheeting for the space and volume of cars to drive over and be under the cars for the counting and the unloading process. It is recommended the plastic sheeting be at least a minimum of 8 millimeters.

• Be required to provide a working operational forklift at all events. Failure to comply will result in a $3,000.00 fine.

• Proper Personal Protective Equipment is required by all staff at each event. I.E. safety vests, Tyvek suits (if required or needed), proper foot protection, proper eye protection, gloves, etc.

• Provide adequate number of qualified individuals trained to oversee and supervise one-day collection programs including providing an employee or agent of the CONTRACTOR trained and properly certified in the identification and handling of all hazardous and acutely hazardous waste as defined by Federal, State, and local laws, rules, regulations and ordinances. The number of adequate qualified staffing for each of the events should be based on the prior history of the event. At a minimum there should be at least two (2) qualified, trained individuals per event, one (1) to oversee and supervise one-day collection programs including providing an employee or agent of the CONTRACTOR trained and properly certified in the identification and handling of all hazardous and acutely hazardous waste as defined by Federal, State, and local laws, rules, regulations and ordinances. See Attachment # for the number of households who have participated in each event. The CONTRACTOR must provide the services in a manner convenient to participants and with as little delay as reasonably possible. Additionally, the event must be ready for the public at least thirty (30) minutes prior to the advertised start of the event. Failure to show up at the event at a pre-agreed time (to be specified by each of the TOWNS) in advance of the event start and to be ready for the event will result in a penalty of $1,000.00. Ten (10 days prior to each of event(s), the CONTRACTOR shall provide to each of the TOWNS the number of persons who will be staffing the event.

• Maintain records on a product basis, using a universally accepted computerized database compatible with most systems.

• Provide all required reporting to the State of Connecticut Department of Energy & Environmental Protection (DEEP) (and to similar agencies of any other States as required) and the Environmental Protection Agency (EPA) and shall assume responsibility for continuing compliance with all Federal, State and local health, safety and environmental laws, rules, regulations and ordinances.

• Maintain each site in a clean and safe manner and coordinate any spill control measures that may be required in accordance with all relevant laws, rules, regulations and ordinances. Provide and set up the spill containment kits and catch basin containment kits at each collection event. Failure to comply will result in $1,000.00 fine.

• In conjunction with the host community coordinator, verify and record all participants' eligibility and submit this record to the TOWNS with the CONTRACTOR's invoice within ten (10) business days following each event.

• If the CONTRACTOR allows and accepts any non-acceptable Household Hazardous Waste as per Attachment 8, then the CONTRACTOR shall bear all costs associated with that waste and shall not charge any of the TOWNS for such waste.

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9. Schedule / Timeline

The schedule of collection events for the first calendar year of the base period is provided in Part 3 - Attachment 4. Schedules for succeeding years shall be established by the TOWNS and coordinated with the CONTRACTOR prior to February 1 of each calendar year, with a copy of all such coordination arrangements filed with WestCOG.

IV. SUBMISSION REQUIREMENTS

10. Submission Deadline

Date: Friday, August 28, 2026
Time: 4:00 p.m. (ET)

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11. Submission Contact

Name: Francis R. Pickering
Title: Executive Director
Email: ccarpenter@westcog.org

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12. Required Submission Contents

Responses must include the following components:

☑ Cover page
☑ Project approach / methodology
☑ Relevant experience
☑ Key personnel and qualifications
☑ References
☑ Cost proposal
☑ Conflict of interest disclosure
☑ Other: found in Part 3, Response Forms

See Section V, Part 15 below for a complete description of Submission Contents.

V. PRE-SUBMISSION INFORMATION

13. Pre-Submission Informational Meeting

☑ Not offered
☐ Offered

If offered:

Date: _____
Time: _____
Format: ☐ Virtual ☐ In-person ☐ Hybrid

Participation requirements:
☐ Optional
☐ Mandatory

Registration / access instructions:
[Insert details]

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14. Questions and Clarifications

Questions accepted:
☑ Yes
☐ No

If yes:

Submission deadline: Monday, August 17, 2026 @ 4:00 p.m.
Submission method: email to Francis R. Pickering, Executive Director at ccarpenter@westcog.org

Answers to questions will be posted where WestCOG posted this RFP by Friday, August 21, 2026 @ 4:00 p.m.

All proposals must be received on or before the time and date noted in this RFP.

Each Proposer shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, and the TOWNS shall have no responsibility or liability whatsoever for any such costs and expenses. Neither the TOWNS nor any of their officials, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of proposals. By submitting a proposal, the proposer expressly waives: (i) any claim(s) for such costs and expenses, and (ii) any such claims or damages.

Following the proposal submission deadline, all proposals shall be opened by WestCOG and the results shared with representatives of each of the TOWNS following receipt.

15. Proposal Format and Content

All responses to this RFP must be submitted with the RFP reference title, the RFP number, and due date and time. The Project number, the Candidate's name and address must appear on the envelope. Proposals should put forth full, accurate, and complete but concise information as required by this request. The TOWNS shall not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before a Selection Committee.

Firms should create their submissions in 8½" x 11" document size using a minimum 12 point font size, double sided. Proposals should be prepared simply and economically, providing a straightforward, concise description of the applicant's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content. The TOWNS reserve the right to reject proposals/parts thereof or to solicit new proposals and award contracts as they deem it to be in their best interest. All proposals, once submitted, will remain the property of the TOWNS.

Acceptance of Proposals: all proposals shall remain subject to acceptance for one hundred twenty (120) days after the deadline date for proposal submission.

To enable the TOWNS to compare the proposals received all proponents are requested to provide the information specified below in the sequence listed, with each section of the proposal numbered to correspond to the numbers sequenced below.

1. Letter of Transmittal - Signed by an officer of the Proposer authorized to commit the company to carry out the proposed services in accordance with the requirements of the RFP and the proposal. The letter must state that all information contained in the proposal is true and accurate.
2. Pricing Form - Each Proposer shall complete and submit the Pricing Form (see Part 3, Attachment 1c) which details the Proposer's proposal costs. The TOWNS reserve the right to negotiate with Proposer over Proposer's prices.
3. Plan for Providing Service – A brief and general description of how services will be provided. This description must include: number and type of staff to be provided to each event; hazardous materials, in addition to those listed in Part 3, Attachment 8, that the Proposer offers to collect; equipment, in addition to that listed in this Part, Section III, p. 4, that Proposer intends to use; the plan for Site set-up and handling and storing household hazardous waste to be collected; a description of all safety materials to be provided to personnel for the safe handling and storing of household hazardous waste until removed by Proposer; the plan for the proper handling, removal and disposal of household hazardous wastes that would be collected from

the collection program. Descriptions no longer than three (3) pages will be appreciated.

4. Completed documents listed in Part 3 of this RFP which include, but are not limited to:

- Company Background - Each Proposer shall complete and submit a Response Background Information Form;
- Non-Collusion Certification - Each Proposer shall execute and submit a Non-Collusion Certificate.
- Waiver of Damages Form - Each Proposer shall execute and submit a Waiver of Damages Form, and
- Statement of Qualifications.

Please refer to Part 3 to view forms that are required for submittal.

In addition, proponents shall submit:

- Security Commitment - Each Proposer shall submit with its proposal a letter from a qualified financial institution committing to the issuance of the required performance security.

Additional Rights of the TOWNS. In addition to the other rights in this RFP, the TOWNS reserve, hold and may exercise at their sole discretion, the following rights and options:

a) To supplement, amend, or otherwise modify or cancel this RFP with or without substitution of another RFP.
b) To issue additional or subsequent solicitations for proposals.
c) To conduct investigations of the Proposers and their proposals; to clarify the information provided pursuant to this RFP and to request additional evidence or documentation to support or supplement the information included in any proposal.

Each Proposer submitting a proposal represents that:

a) The RFP and attached documents have been read and are understood by Proposer, and the proposal is made in accordance therewith.
b) The proposal is based upon the terms, requirements, materials, systems and equipment described in the RFP without exceptions.
c) Proposer has given the City of Norwalk written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in this RFP and the attached documents, and the written resolutions thereof by the City of Norwalk

are acceptable to Proposer.

d) Proposer has no contracts, agreements, or other obligations that would interfere with or prevent its performance of the services set forth in the RFP.

Sales and Use Taxes

Pursuant to Section 12-412 (92) of the Connecticut General Statutes, the sales of any services or tangible personal property to be incorporated into, used or otherwise consumed in the operation of any project of the TOWNS are exempt from Connecticut sales and use tax. The TOWNS are also exempt from the payment of sales and use tax under Section 22a-270 of the Connecticut General Statutes. Accordingly, any Proposer who submits a proposal shall not include any such tax in any of its proposal prices or in any calculations thereof.

VI. EVALUATION

The TOWNS shall evaluate the proposals on completeness, cost, acceptability of proposed business terms and conditions, the proven ability of each proposer to perform the requested service and any other factor or criterion that the TOWNS may deem relevant or pertinent for evaluation of such proposals. The selection of a proposer to provide the service will be made, if at all, to the proposer whose evaluation results in a determination that such award to such proposer is in the best of interests of the TOWNS. However, the selection of a proposer and the execution of agreements, while anticipated, are not guaranteed. The TOWNS reserve the right to reject any or all of the proposals, or parts thereof, and/or to waive any informality or informalities in any of the proposals or the bidding process for this RFP, if such rejection or waiver is deemed in the best interests of the TOWNS. Neither the TOWNS nor any of their officials, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection or rejection of any proposal submitted in response to this RFP.

15. Evaluation Criteria

Proposals will be evaluated using the following criteria and relative weighting.

Criterion	Weight (%)
Experience / Qualifications	20 %
Technical Approach	20 %
Project Understanding	20 %
Cost	20 %
Completeness	20 %

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16. Interviews

☐ Not anticipated
☑ May be conducted
☐ Will be conducted

VII. ADDITIONAL PROJECT-SPECIFIC INFORMATION

17. Additional Requirements or Conditions

Responsibilities of the CONTRACTOR:

Receiving Facilities. The CONTRACTOR shall be required to obtain copies of applicable environmental operating permits from the owner/operator of all facilities that are to receive the household hazardous waste (Receiving Facilities) collected by the CONTRACTOR under this RFP and subsequent agreement(s). The CONTRACTOR shall arrange the collection sites directly with the TOWNS. Prior to any deliveries of the household hazardous waste to any Receiving Facilities, the CONTRACTOR shall forward copies of all permits of all Receiving Facilities to the TOWNS. When renewing or entering into new contractual arrangements with the owner/operator of any of the Receiving Facilities, the CONTRACTOR shall obtain copies of the applicable environmental permits from the owner/operator of said Receiving Facilities prior to any deliveries of household hazardous waste, and, upon its receipt, the CONTRACTOR shall forward copies of all foregoing permits to the TOWNS.

The TOWNS reserve the right to prohibit the CONTRACTOR from delivering household hazardous waste to any Receiving Facilities that are deemed unsuitable in accordance with all federal, state, and/or local laws or regulations.

Responsibilities of the TOWNS:

Access to Facilities. The TOWNS shall provide the CONTRACTOR with reasonable and necessary access to the Towns' transfer stations, facilities, recycling facilities (collectively, the "Facilities") and any other of the TOWNS' real properties or non-TOWN real properties that CONTRACTOR needs access to in order to perform the Services.

Program Coordination. The CONTRACTOR will coordinate scheduled collection events directly with each of the TOWNS. The TOWNS make no guarantees on the amount of household hazardous waste that will be collected through this collection program.

Promotional Support. The TOWNS will work together to provide promotional support for household hazardous waste collection events that result from this bid solicitation, including news releases, advertising, municipal websites and direct contact with municipal and regional recycling contacts.

Payment. The CONTRACTOR will be required to send bills to each TOWN individually for their residents who participate in each of the events ten (10) business days following each household hazardous waste collection event. Refer to Attachment 5 for Household Collection Day Billing Information. The first business day following a collection event, the host TOWN will forward to the CONTRACTOR a completed HHW Record Form. The CONTRACTOR shall use that record to invoice the participating TOWNS. CONTRACTOR shall not be compensated for any time spent preparing any billing documentation or related materials. If the TOWNS determine that the services for which CONTRACTOR is requesting payment have been properly performed and completed in conformance with the standards, the CONTRACTOR is not in default hereunder, the TOWNS do not dispute the amounts of the payment requested and the bill contains all of the information required hereunder, then the TOWNS shall pay the amounts requested within thirty (30) calendar days after receipt of such bill. If, however, (i) the TOWNS determine that any of the services for which the CONTRACTOR has requested payment is not in conformance with standards, (ii) such bill does not contain all the requisite information, or (iii) the CONTRACTOR is in default hereunder, then the TOWNS may withhold all or a portion of the payment requested by the CONTRACTOR, and CONTRACTOR shall immediately take, at CONTRACTOR's sole cost and expense, all action necessary to render such services and/or bill in conformance with the standards, or to cure such default. The TOWNS shall have no obligation to pay for any services that have not been performed and/or completed in conformance with the

standards, and the TOWNS shall have no obligation to pay CONTRACTOR any amount due CONTRACTOR if CONTRACTOR is in default hereunder. If the TOWNS dispute the amount in any written request for payment submitted by the CONTRACTOR, the TOWNS shall have the right to withhold the disputed amount until the dispute is settled.

END of Part II of RFP