



**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

**REQUEST FOR BIDS
FOR
TRANSPORTATION AND DISPOSAL OF
MUNICIPAL SOLID WASTE FROM
MUNICIPALITIES IN SOUTH CENTRAL CONNECTICUT
(RFB Number 08-OP-013)**

**BID ISSUED
APRIL 10, 2008**

**BID DUE DATE
MAY 23, 2008**

**Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722**

INSTRUCTIONS TO BIDDERS

TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE FROM MUNICIPALITIES IN SOUTH CENTRAL CONNECTICUT

1. INTRODUCTION

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. CRRA has developed, constructed and now operates an integrated system of four resources recovery facilities, two regional recycling centers, five landfills (three of which are closed) and twelve transfer stations. At present, CRRA accepts more than 75% of the municipal solid waste (“MSW”) generated in the State. These facilities are operated by entities that are under contract with CRRA. CRRA’s statewide waste management system is delineated by four solid waste management projects, each of which is based on a resource recovery facility.

One of CRRA’s solid waste management projects is the Wallingford Project. The Wallingford Project consists of a mass-burn resource recovery facility located in Wallingford. The Wallingford Project provides solid waste disposal services to five (5) Connecticut municipalities located in the South Central portion of the state through municipal service agreements with CRRA. The Wallingford resource recovery facility is the smallest of the waste-energy facilities located in Connecticut, processing about 420 tons of MSW per day, 145,000 tons per year. Despite the plant’s small size, the Project has historically provided the Participating Municipalities a below market tip fee because of the revenue the Project receives from an above market electricity purchase agreement. This generous electricity purchase agreement expires in 2009 at which time the electricity purchase price will drop to market. This loss of above market electricity revenue makes the continued operation of the Wallingford plant as currently figured economically uncertain upon the expiration of a number of Project agreements on June 30, 2010.

Pursuant to the Solid Waste Disposal Agreement (“Operator Agreement”) between Covanta Energy, Inc. (“Covanta”) and CRRA, Covanta is responsible for operating the Wallingford Resource Recovery Facility for a term ending on June 30, 2010. The Operator Agreement contains a number of provisions for the continued operation of the plant upon expiration of the current Operator Agreement. CRRA, Covanta, and the Participating Municipalities are in the process of evaluating these options. Even so and, as stated previously, the economic viability of operating the Facility after 2010 is uncertain and it is possible none of the renewal options contained in the Operator Agreement will be consummated. Therefore, CRRA acting as agent for the five (5) Participating Municipalities served by the Wallingford Facility, has issued this RFB to solicit from qualified firms (the “Bidder”) prices (the “Bid”) to determine if the disposal of the region’s solid waste at an

alternative in-state or out-of-state disposal facility offers the Participating Municipalities an economical disposal option when compared to the costs associated with the continued operation of the waste-to-energy Facility after 2010. Such alternative disposal site may be an in-state or out-of-state resources recovery facility or landfill.

The five municipalities are Cheshire, Hamden, Meriden, North Haven and Wallingford. These municipalities will be served by a solid waste transfer station located on South Cherry Street, Wallingford, Connecticut. Over the course of the past three full years, an average of 159,000 tons of MSW per year has been delivered to the Wallingford plant as summarized in Table 1 below. Please note that because the plant processes approximately 145,000 tons per year, the balance of the waste received by the Facility (approximately 14,000 tons per year) was exported or diverted by CRRA to other disposal facilities.

Table 1 – Historic Waste Deliveries, Wallingford Resources Recovery Facility

| Month | FY05 | FY06 | FY07 | FY08 |
|--------------|----------------------------|----------------------------|----------------------------|------------------------------|
| | July 1, 2004-June 30, 2005 | July 1, 2005-June 30, 2006 | July 1, 2006-June 30, 2008 | July 1, 2007 – June 30, 2008 |
| July | 13,745 | 13,224 | 13,234 | 13,102 |
| August | 14,018 | 13,825 | 13,458 | 13,485 |
| September | 14,024 | 13,628 | 13,134 | 11,726 |
| October | 12,691 | 14,068 | 13,667 | 13,275 |
| November | 13,363 | 13,614 | 13,798 | 12,674 |
| December | 14,103 | 13,243 | 12,525 | 12,211 |
| January | 12,488 | 13,473 | 13,026 | 12,462 |
| February | 11,507 | 11,032 | 10,354 | 11,319 |
| March | 13,100 | 12,830 | 12,313 | - |
| April | 13,777 | 12,631 | 12,796 | - |
| May | 13,260 | 14,403 | 13,822 | - |
| June | 14,121 | 15,165 | 13,271 | - |
| TOTAL | 160,197 | 161,136 | 155,398 | - |

MSW will be aggregated and picked up by the successful Bidder at a Transfer Station located in Wallingford, Connecticut.

The successful Bidder will be responsible for providing the trailers/containers for waste transportation. Sufficient empty trailers/containers will be required to allow loading with minimal delay (drop and hook program). The transfer station operator will be responsible for loading the trailers/containers and staging them in the yard at the transfer station. The successful Bidder will be responsible for picking up filled trailers/containers transporting them to the disposal site and disposing of the waste.

Operation and management of the transfer station is not part of this RFB. This RFB is solely for transportation and disposal of the MSW aggregated on behalf of the municipalities.

The MSW transportation and disposal services being solicited under this RFB will be for the ten-year period commencing July 1, 2010 through June 30, 2020 with the option for one (1) five (5) year renewal period of July 1, 2020 through June 30, 2025 exercisable at CRRA sole and absolute discretion.

CRRA seeks a single per ton price for transportation and disposal of all of the MSW covered by this RFB, subject to a fuel adjustment as described in this RFB.

CRRA is not obligated to select the lowest priced Bid and will consider other factors such as the qualifications of the Bidder, the strength of the technical approach and acceptance of the terms and conditions of the Draft Agreement (see Attachment 16 of this RFB), as well as price, when evaluating bids and selecting the successful Bidder.

CRRA understands that companies may “team” with other companies or public entities to provide the requested services; however, CRRA intends to enter into a contract with the prime contractor, which would be the company or public entity that provides the disposal service. Although it prefers a single contract, CRRA will enter into separate contracts for disposal and transportation, if requested by the Bidder, and if both the transportation and disposal bids are presented as one submittal. To assist those Bidders that may team to provide services, a list of potential Bidders that have submitted a Notice of Interest Form to CRRA is presented in Attachment 17 of this RFB.

2. RFB PROJECTED TIMELINE

The following is the projected timeline for the RFB process:

| ITEM | DATE |
|--|-----------------------|
| Original Notice To Firms Published | March 10, 2008 |
| RFB Documents Available | April 10, 2008 |
| Notice Of Interest Forms Due | April 15, 2008 |
| Deadline for Written Questions | April 30, 2008 |
| Response to Written Questions (Addendum Issuance Date) | May 7, 2008 |
| Bids Due at CRRA | 5:00 PM, May 23, 2008 |
| Interviews with Selected Bidders | To be determined |
| Selection and Notice of Award Issued | To be determined |

CRRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above Projected Timeline and further reserves the right to reject any and all Bids and republish this RFB. CRRA also reserves the right at its sole and absolute discretion to terminate this RFB process at any time prior to the execution of any Agreement.

3. COMMUNICATIONS WITH CRRA STAFF AND BOARD MEMBERS AND MUNICIPALITY STAFF

Except as otherwise authorized by this Instructions To Bidders, during the period while the RFB process is active (i.e., from the date CRRA issues the RFB until the date the successful Bidder accepts the Notice Of Award), firms contemplating or preparing Bids are prohibited from contacting CRRA staff, CRRA Board of Director members or Municipality staff in an ex parte manner to discuss the RFB submission process. A firm's RFB submission shall be rejected if any of the foregoing ex parte communications take place.

4. AVAILABILITY OF RFB PACKAGE DOCUMENTS

Complete sets of the RFB Package Documents may be downloaded and printed from CRRA's World Wide Web site at <http://www.crra.org> on the "Business Opportunities" page, under the "RFB: Transportation And Disposal Of Municipal Solid Waste From Municipalities In South Central, Connecticut" heading.

All of the forms that must be completed by Bidders as part of its Bid submittal are also available for downloading in Microsoft Word format at CRRA's web site. CRRA encourages Bidders to make use of the downloaded Word forms.

5. NOTICE OF INTEREST FORM (ATTACHMENT 1)

CRRA encourages prospective Bidders to submit a Notice of Interest Form to CRRA as early as practical but no later than April 15, 2008. CRRA will notify anyone that has submitted a Notice of Interest Form by the Form due date the availability on CRRA's web site of Addenda and other information related to this RFB that CRRA makes available. Instructions for submitting the Form are included on the Form.

6. ADDENDA AND INTERPRETATIONS

CRRA may issue Addenda to the RFB Package Documents that shall, upon issuance, become part of this package and binding upon all potential or actual Bidders for the Services. Such Addenda will be posted on CRRA's web site upon issuance of an Addenda. Any request for interpretation or clarification of any documents included in the RFB Package of Documents must be submitted in writing to:

Virginia Raymond

by e-mail at vraymond@crra.org,

by fax at (860) 757-7742), or

by correspondence at CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722).

To be given consideration, any such written request must be received by CRRA by 3:00 p.m., Friday, April 25, 2008.

Failure of any Bidder to review any such Addenda shall not relieve such Bidder from any conditions stipulated in such Addenda. Only questions answered or issues addressed by formal written Addenda will be binding. All oral and other written responses, statements, interpretations or clarifications shall be without legal effect and shall not be binding upon CRRA.

7. BID SUBMITTAL PROCEDURES

Sealed Bids shall be submitted no later than 5:00 PM, Friday, May 23, 2008 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Virginia Raymond. Bids received after the time and date set forth above shall be rejected.

Each Bidder must submit one (1) original and two (2) copies of its Bid submittal. The Bid (the original and two copies) shall be enclosed in a sealed envelope or box that shall be clearly marked "Bid For Transportation And Disposal Of Municipal Solid Waste From Municipalities in South Central Connecticut".

Bids shall remain open and subject to acceptance by CRRA through December 31, 2008.

The terms and conditions of the Draft Agreement (Attachment 15 of this RFB), as attached, are negotiable only to the extent that a Bidder in its Bid provides written exceptions, conditions, additions or clarifications to the Scope Of Services or the terms and conditions of the Draft Agreement. CRRA will negotiate the final Agreement with the successful Bidder, but will negotiate only on those provisions of the Draft Agreement identified by the Bidder on Attachment 13, Business Exceptions Form, to which the Bidder has taken provided written exceptions or has a condition, addition or clarification.

8. BID SUBMITTAL FORMS

Bids shall be submitted on the forms provided by CRRA as part of this RFB Package of Documents, all of which forms must be completed with the appropriate information required and all blanks on such forms filled in. The Bid Forms to be completed and submitted by Bidder are:

- 8.1 Attachment 2 - Bid Form;**
- 8.2 Attachment 3 - Bid Price Forms;**
- 8.3 Attachment 4 - Company Information Form;**
- 8.4 Attachment 5 – Background Questionnaire;**
- 8.5 Attachment 6 - Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health And Safety;**
- 8.6 Attachment 7 – References Form;**
- 8.7 Attachment 8 – Corporate Guarantee Statement Form;**
- 8.8 Attachment 9 – Disposal Facility Form;**
- 8.9 Attachment 10 – Subcontractor Identification Form;**
- 8.10 Attachment 11 - Vehicle Safety Standards Compliance Form;**
- 8.11 Attachment 12 – Certification of Nondiscrimination Form;**
- 8.12 Attachment 13 – Business Exceptions Form; and**
- 8.13 Attachment 14 – Bid Bond/Guaranty.** Bidder shall provide with its Bid submittal a Bid Bond in the Amount of \$25,000.00 in the form presented in Attachment 14 to this RFB. Such Bid Bond shall provide that if the Bid is accepted and a contract is awarded to the Proposer of such proposal in the Notice of Award, and if the Proposer does not comply with all the terms of the Notice of Award, then the

Proposer shall pay to CRRA as liquidated damages but not as a penalty, the full amount of the Bid guaranty. The Bid guaranty must be valid and in full force and effect through December 31, 2008. The Bid Guaranty shall be returned after the execution of an Agreement by the selected Bidder(s) and CRRA, but not later than January 1, 2009.

9. PUBLICLY TRADED AND PRIVATE COMPANIES

Companies that are Bidders must submit the Corporate Guarantee Statement Form (Attachment 8 to this RFB). The strength of the Corporate Guarantee shall be evaluated based on the financial resources of the Guarantor and limits, if any, placed on such a guarantee. If the Bidder is a subsidiary or an affiliate of another company and the Bidder's financial resources are not deemed sufficient by CRRA, CRRA may require a parent company guarantee from the Bidder (reference Schedule 5 to the Agreement that is part of this RFB). If the Bidder is a partnership or joint venture, then each of the partners shall jointly and severally guarantee the obligations of the Bidder and ultimately the Contractor.

10. BID OPENING

All Bids will be opened at CRRA's convenience on or after the Bid due date.

CRRA reserves the right to reject any or all of the Bids, or any part(s) thereof, and/or to waive any informality or informalities in any Bid or the RFB process for this Project.

11. BID EVALUATION

The award of the contract for the Services will be made, if at all, to the Bidder(s) whose evaluation by CRRA results in CRRA determining that such award to such Bidder(s) is in the best interests of CRRA. However, the selection of a Bidder(s) and the award of such contract, while anticipated, are not guaranteed.

CRRA reserves the right, at its sole and absolute discretion, to visit any of the facilities referenced in any Bid and others owned, operated and/or built by the Bidder to observe and inspect the operations at such facilities.

CRRA is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, contracting, or business practices. CRRA is committed to complying with the Americans with Disability Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

11.1 Evaluation Criteria

CRRA will base its evaluation of the Bids on price, qualifications, demonstrated skill, ability and integrity of each Bidder to perform the Services required by the Contract Documents and any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

11.2 Affirmative Action Evaluation Criteria

Bids will also be rated on the Bidder's demonstrated commitment to affirmative action. Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies* require CRRA to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- (a) The Bidder's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 6 of this RFB));
- (b) The Bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (See Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 6 of this RFB));
- (c) The Bidder's promise to develop and implement a successful affirmative action plan (See Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 6 of this RFB));
- (d) The Bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 15.14(a) of this Instructions To Bidders); and
- (e) The Bidder's promise to set aside a portion of the contract for legitimate minority business enterprises (See Section 15.1(e) of this Instructions to Bidders).

12. FORM OF NOTICE OF AWARD – ATTACHMENT 15

If the contract is to be awarded, CRRA will issue to the successful Bidder(s) a Notice of Award essentially in the form as presented in Attachment 15 of this RFB.

CRRA reserves the right to correct inaccurate awards resulting from CRRA's clerical errors. This may include, in extreme circumstances, revoking a Notice of Award already made to a Bidder and subsequently awarding the Notice of Award to another Bidder. Such action by CRRA shall not constitute a breach of this RFB by CRRA since the Notice of Award to the initial Bidder is deemed to be void and of no effect as if no Agreement ever existed between CRRA and the initial Bidder.

13. DRAFT AGREEMENT – ATTACHMENT 16

When CRRA issues a Notice of Award to the successful Proposer, it will be accompanied by a copy of the Draft Agreement. Within ten (10) days after such issuance, the successful Bidder shall: (i) enter into negotiations with CRRA; (ii) deliver to CRRA the required Performance Bond or Letter of Credit and any certificates of insurance required by the Agreement; and (iii) satisfy all other conditions of the Notice of Award.

13.1.1 Contractor's Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful Bidder(s) must submit with the Agreement a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFB and the date the Agreement is executed (reference Schedule 7 to the Agreement). This Certification Concerning Gifts will be executed by the successful Bidder simultaneously with the execution of the Agreement. If the apparently successful Bidder does not execute the Certification, it will be disqualified for the Agreement. The dates between which the Bidder may not give gifts and the identities of those to whom it may not give gifts are specified in Schedule 6 to the Agreement (Attachment 15) included in this RFB.

13.1.2 CRRA President Certification Concerning Gifts

At the time the President of CRRA executes the Agreement, the President of CRRA shall simultaneously execute a document entitled President's Certification Concerning Gifts (reference Schedule 8 to the Agreement (Attachment 15 of this RFB).

13.1.3 SEEC Form 11 Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban

This notice (reference Schedule 10 to the Agreement) is provided and made a part of the Agreement (reference Attachment 15) pursuant to *Connecticut General Statutes* and is for the purpose of informing state contractors and prospective state contractors of the ban on campaign contributions to or the solicitation of campaign contributions by State of Connecticut Executive Branch office holders and/or candidates for State of Connecticut Executive Branch candidates.

13.1.4 Certification Concerning Non-Discrimination

At the time the Bidder submitted its Bid to CRRA, it submitted an executed document entitled Certification Concerning Non-Discrimination (reference Attachment 12 to this RFB) and said executed document shall be incorporated into the Agreement as Schedule 9.

13.1.5 Corporate Guaranty (if required by CRRA)

In the event that a Bidder plans to have an affiliate or subsidiary execute the Agreement for the Services set forth in this RFB, the Bidder must provide a guaranty for the affiliate's or subsidiary's performance.

If CRRA determines that based on the financial information submitted by the Bidder, Bidder does not have sufficient financial capacity to perform and carry out its obligations under the Agreement, CRRA may, without any obligation under this RFB to do so, request that the Bidder's parent or affiliate company submit a guaranty.

Any guaranty required by this Section shall be in the form set forth in Schedule 5 of the Agreement (Attachment 15 of this RFB) and the guarantor of such guaranty (the "Guarantor") shall provide the following:

- (a) The most recent audited financial statements of the Guarantor. Such statements must be certified by an officer of the entity and accompanied by the unqualified opinion of an independent certified public accountant. The statements must show that the entity Contractor's meets the following threshold criteria:
 - (1) Net worth for each of the last three (3) fiscal years of \$7,000,000 or more;
 - (2) The ratio of net cash flow from continuing operations to annual debt (net interest and principal) for two (2) out of the last three (3) fiscal years equal to at least 1:1;
 - (3) The "current ratio" for two (2) out of the last three (3) fiscal years equal to at least 1:1; and
 - (4) Cash and/or cash equivalent of at least \$1,000,000 on the date of the most recent audited financial statement. In addition, no material adverse change in financial position shall have occurred since the end of the most recent fiscal year.

If audited financial statements are not available, a letter signed by an officer of Guarantor's bank indicating that such Guarantor's financial condition meets the threshold criteria enumerated in (1) through (4) above.

14. **BIDDER'S QUALIFICATIONS**

CRRA may make any investigation deemed necessary to determine the ability of any Bidder to perform the Services required. Each Bidder shall furnish CRRA with all such information as may be required for this purpose.

15. BID PREPARATION AND OTHER COSTS

Each Bidder shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its Bid, or incurred in connection with any interviews and negotiations with CRRA, and CRRA shall have no responsibility or liability whatsoever for any such costs and expenses.



**ATTACHMENT 1
NOTICE OF INTEREST FORM**

If your firm has already submitted to CRRA a Notice of Interest Form, you do not need to do so again.

Individuals and firms that have an interest in the Connecticut Resources Recovery Authority ("CRRA") solicitation listed below are encouraged to submit this Notice of Interest Form to CRRA as early as they can. Forms should be submitted no later than the date specified below. Those firms that have submitted this Form to CRRA by the Form Due Date will be notified by CRRA via email regarding the availability of the Request for Bids documents, RFB Addenda and other information related to this solicitation and posted by CRRA on its web site at www.crra.org.

| | |
|----------------|--|
| Solicitation: | Transportation and Disposal of Municipal Solid Waste from Municipalities in South Central Connecticut |
| Form Due Date: | April 15, 2008 |

Provide the following information about the individual/firm and the contact person for the firm.

| | |
|--------------------------|--|
| Name of Individual/Firm: | |
| Name of Contact Person: | |
| Title of Contact Person: | |
| Mailing Address: | |
| Telephone Number: | |
| Fax Number: | |
| E-Mail Address: | |

Submit this form to the CRRA contact listed below via e-mail, fax or correspondence as listed below.

| | |
|-------------------------|---|
| CRRA Contact: | Virginia Raymond, Senior Operations Analyst |
| E-Mail Address: | <u>vraymond@crra.org</u> |
| Fax Number: | (860) 757-7742 |
| Correspondence Address: | Connecticut Resources Recovery Authority 100 Constitution Plaza, 6th Floor Hartford, CT 06103 |



Attachment 2
BID FORM

PROJECT: Wallingford

RFB NUMBER: 08-OP-013

CONTRACT FOR: Transportation And Disposal Of Municipal Solid Waste From Municipalities In South Central Connecticut

BIDS SUBMITTED TO: Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

1. DEFINITIONS

Unless otherwise defined herein, all terms that are not defined and used in this Bid Form (a "Bid") shall have the same respective meanings assigned to such terms in the Contract Documents.

2. TERMS AND CONDITIONS

The undersigned (the "Bidder") accepts and agrees to all terms and conditions of the Request For Bids, Instructions To Bidders, the Draft Agreement and any Addenda to any such documents except as specified by the Bidder in its Bid.

This Bid shall remain open and subject to acceptance until December 31, 2008.

3. BIDDER'S OBLIGATIONS

The Bidder proposes and agrees, if this Bid is accepted by CRRA and CRRA issues a Notice of Award to the Bidder, to the following:

- (a) To perform, furnish and complete all the Services as specified or indicated in the Contract Documents and Draft Agreement for the applicable prices, rates and/or costs set forth in this Bid and in accordance with the terms and conditions of the Contract Documents and Draft Agreement except as specified by the Bidder in its Bid;

- (b) Within ten (10) days after the date that CRRA issues a Notice Of Award to the Bidder, the Bidder agrees to the following:
 - (1) To enter into good-faith negotiations with CRRA on terms and conditions of the Draft Agreement and other Contract Documents, but only to the extent that Bidder in its Bid has provided, in writing, any exceptions, or has specified conditions, additions or clarifications of the Draft Agreement and other Contract Documents;
 - (2) To execute and deliver to CRRA the Contractor's Certification Concerning Gifts;
 - (3) To execute and deliver to CRRA all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
 - (4) To satisfy all other conditions of the Notice Of Award;
- (c) At the request of CRRA and if the successful Bidder qualifies, to apply with the State of Connecticut Department of Administrative Services, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

4. BIDDER'S REPRESENTATIONS CONCERNING THE DRAFT AGREEMENT

In submitting this Bid, Bidder acknowledges and agrees that the terms and conditions of the Draft Agreement (including all Exhibits thereto), as included in the RFB, are non-negotiable, except to the extent that Bidder in its Bid takes any exceptions, or has specified conditions, additions or clarifications of the Draft Agreement. Pending resolutions of the exceptions, conditions, additions or clarifications specified by Bidder in its Bid, Bidder is willing to and shall, if CRRA accepts its Bid for the Services and issues a Notice Of Award to Bidder, execute such Agreement. However, CRRA reserves the right to negotiate with Bidder over Bidder's price for the Services submitted on its Services Fee Form.

5. BIDDER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Bid, Bidder represents that:

- (a) Bidder has thoroughly examined and carefully studied the RFB Package Documents and the following Addenda, receipt of which is hereby acknowledged (list Addenda by Addendum number and date):

| Addendum Number | Date Issued |
|--------------------|-------------|
| | |
| | |
| | |
| | |

- (b) With only the exceptions conditions, additions or clarifications specified by Bidder in its Bid, the Bid is premised upon performing, furnishing and completing the Services required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) Bidder is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Services;
- (d) Bidder has studied and carefully correlated Bidder's knowledge and observations with the Contract Documents and such other related data;
- (e) Bidder has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to Bidder;
- (f) If Bidder has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, such failure shall be deemed by both Bidder and CRRA to be a waiver to assert these issues and claims in the future;
- (g) Bidder is aware of the general nature of work to be performed by CRRA and others that relates to the Services for which this Bid is submitted; and
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Bidder of all terms and conditions for performing, furnishing and completing the Services for which this Bid is submitted.

6. BIDDER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

In submitting this Bid, Bidder acknowledges and agrees that Bidder shall not use any information made available to it or obtained in any examination made by it in connection with this RFB in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between

information offered or so obtained and the actual materials, conditions, or structures encountered during performance of any of the Services.

7. BIDDER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

In submitting this Bid, Bidder acknowledges and agrees that CRRA is exempt from all State of Connecticut taxes and assessments, including sales and use taxes. Accordingly, Bidder shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Bidder's performance of this Agreement, nor shall Bidder include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. Bidder represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in any bid or other submittal to CRRA in connection with this RFB.

8. BIDDER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Bid, Bidder:

- (a) Recognizes and agrees that CRRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes* and, as such, any information contained in or submitted with or in connection with Bidder's Bid is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that Bidder or any of its successors and/or assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

9. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION

By submission of this Bid, the Bidder, together with any affiliates or related persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, to the best of its knowledge and belief:

- (a) The prices in the Bid have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;
- (b) Unless otherwise required by law, the prices that have been quoted in this Bid have not, directly or indirectly, been knowingly disclosed by the Bidder prior to "opening" to any other person or company;
- (c) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

- (d) Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; and
- (e) Bidder has not sought by collusion to obtain for itself any advantage for the Services over any other bidder for the Services or over CRRA.

10. BIDDER'S REPRESENTATIONS CONCERNING RFB FORMS

By submission of this Bid, the Bidder, together with any affiliates or related business entities or persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFB that are submitted to CRRA as part of its Bid are identical in form and content to the preprinted forms in the RFB except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

11. BIDDER'S WAIVER OF DAMAGES

Bidder and all its affiliates and subsidiaries understand that by submitting a Bid, Bidder is acting at its and their own risk and Bidder does for itself and all its affiliates, subsidiaries, successors and assigns hereby waive any rights any of them may have to receive any damages for any liability, claim, loss or injury resulting from:

- (a) Any action or inaction on the part of CRRA or any of its directors, officers, employees or authorized agents concerning the evaluation, selection, non-selection and/or rejection of any or all bids by CRRA or any of its directors, officers, employees or authorized agents;
- (b) Any agreement entered into for the Services (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Services (or any part thereof) pursuant to the Contract Documents.

12. BIDDER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 16 [SEEC Form 11] of this RFB.

13. ATTACHMENTS

The following documents are attached hereto and made a part of this Bid:

- (a) Attachment 1 – Notice of Interest Form
- (b) Attachment 2 - Bid Form;
- (c) Attachment 3 - Bid Price Forms;
- (d) Attachment 4 - Company Information Form;
- (e) Attachment 5 – Background Questionnaire;
- (f) Attachment 6 – Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (g) Attachment 7 - References Form;
- (h) Attachment 8 – Corporate Guaranty Form;
- (i) Attachment 9 – Disposal Facility Form;
- (j) Attachment 10 – Subcontractor Identification Form;
- (k) Attachment 11 – Vehicle Safety Standards Compliance Form;
- (l) Attachment 12 - Certification Concerning Nondiscrimination Form;
- (m) Attachment 13 – Business Exceptions Form;
- (n) Attachment 14 – Bid Bond/Guaranty
- (o) Attachment 15 – Form of Notice of Award;
- (p) Attachment 16 – Draft Agreement; and
- (q) Attachment 17 – List of Firms Submitting Notice of Interest Forms;

14. NOTICES

Communications concerning this Bid should be addressed to Bidder at the address set forth below.

| | |
|-------------------|--|
| Bidder Name: | |
| Bidder Contact: | |
| Title: | |
| Address: | |
| | |
| | |
| Telephone Number: | |
| Fax Number: | |
| E-Mail Address: | |

15. ADDITIONAL REPRESENTATION

Bidder hereby represents that the undersigned is duly authorized to submit this Bid on behalf of Bidder.

AGREED TO AND SUBMITTED ON _____, 2008

| | |
|-------------------------------------|--|
| Name of Bidder (Firm): | |
| Signature of Bidder Representative: | |
| Name (Typed/Printed): | |
| Title (Typed/Printed): | |



ATTACHMENT 3

BID PRICE FORM

This Bid Price Form is comprised of two components

1. Per ton transportation and per ton disposal fees; and
2. Fuel price adjustment.

The undersigned Bidder hereby proposes to provide to the Connecticut Resources Recovery Authority the Services as specified in the Contract Documents for the transportation and disposal of municipal solid waste from municipalities in South Central Connecticut in accordance with CRRA's RFB dated April 10, 2008.

The per ton transportation price and the per ton disposal price provided below shall be presented in 2008 dollars. Because the effective date of the Agreement, if awarded, is July 1, 2010, the 2008 prices presented below, if accepted by CRRA, shall be escalated in July 2009 and again in July 2010 in order to reflect changes in the cost of doing business that occur between the Bid submittal due date and the effective date of the Agreement. CRRA shall use the following index and formula to perform the July 2009 and July 2010 price adjustments. Note that this same Index and formula shall be used to adjust the price each July of each Contract Year during the term of the Agreement.

TP = Transportation Price

DP = Disposal Price

The TP and DP set forth below shall be adjusted annually to reflect seventy percent (75%) of the annual change in the Consumer Price Index ("CPI") CUURX100SA0 All Items/All Urban (NE Urban Class B/C) as published by the U.S. Department of Labor, Bureau of Labor.

$$(1+.75 \times ((CPI_n - CPI_{n-1}) / - CPI_{n-1}))$$

GUARANTEED FIXED PRICES FOR TRANSPORTATION AND DISPOSAL SERVICES

| Transportation Price (\$/Ton) In 2008 Dollars | Disposal Price (\$/Ton) In 2008 Dollars |
|---|---|
| \$ | \$ |

Bidder affirms that the Bid prices above represent the entire cost to complete the Services in accordance with the Contract Documents, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the Services, and that each and every such claim is hereby expressly waived by Bidder.

| | |
|-------------------------------------|--|
| Name of Bidder (Firm): | |
| Signature of Bidder Representative: | |
| Name (Type/Print): | |
| Title: | |
| Date: | |



PRICE ADJUSTMENT FOR TRANSPORTATION PRICE FOR FUEL COSTS

The undersigned hereby proposes the following Fuel Adjustments.

Bidders shall complete the Fuel Surcharge for Truck Transportation Table for truck transportation. Bidders proposing rail transportation shall propose a comparable rail-based adjustment to be provided in the Fuel Surcharge for Rail Transportation Table based on a rail transport rate structure that shall be presented by the Bidder.

FUEL SURCHARGE FOR TRUCK TRANSPORTATION TABLE

| Average Price/Gallon ¹ | Per Ton Surcharge (increase or decrease in per ton Transportation Prices proposed in Price Proposal Form 1) | Average Price/Gallon ¹ | Per Ton Surcharge (increase or decrease in per ton Transportation Prices proposed in Price Proposal Form 1) | Average Price/Gallon ¹ | Per Ton Surcharge (increase or decrease in per ton Transportation Prices proposed in Price Proposal Form 1) |
|-----------------------------------|---|-----------------------------------|---|-----------------------------------|---|
| \$2.100 - \$2.199 | \$ | \$3.500 - \$3.599 | \$ 0.00 | \$4.900 - \$4.999 | \$ |
| \$2.200 - \$2.299 | \$ | \$3.600 - \$3.699 | \$ | \$5.000 - \$5.099 | \$ |
| \$2.300 - \$2.399 | \$ | \$3.700 - \$3.799 | \$ | \$5.100 - \$5.199 | \$ |
| \$2.400 - \$2.499 | \$ | \$3.800 - \$3.899 | \$ | \$5.200 - \$5.299 | \$ |
| \$2.500 - \$2.599 | \$ | \$3.900 - \$3.999 | \$ | \$5.300 - \$5.399 | \$ |
| \$2.600 - \$2.699 | \$ | \$4.000 - \$4.099 | \$ | \$5.400 - \$5.499 | \$ |
| \$2.700 - \$2.799 | \$ | \$4.100 - \$4.199 | \$ | \$5.500 - \$5.599 | \$ |
| \$2.800 - \$2.899 | \$ | \$4.200 - \$4.299 | \$ | \$5.600 - \$5.699 | \$ |
| \$2.900 - \$2.999 | \$ | \$4.300 - \$4.399 | \$ | \$5.700 - \$5.799 | \$ |
| \$3.000 - \$3.099 | \$ | \$4.400 - \$4.499 | \$ | \$5.800 - \$5.899 | \$ |
| \$3.100 - \$3.199 | \$ | \$4.500 - \$4.599 | \$ | \$5.900 - \$5.999 | \$ |
| \$3.200 - \$3.299 | \$ | \$4.600 - \$4.699 | \$ | \$6.000 - \$6.099 | \$ |
| \$3.300 - \$3.399 | \$ | \$4.700 - \$4.799 | \$ | \$6.100 - \$6.199 | \$ |
| \$3.400 - \$3.499 | \$ | \$4.800 - \$4.899 | \$ | \$6.200 - \$6.299 | \$ |

¹ Bureau of Labor Statistics Average Price Data, Series ID APU010074717, Northeast Urban, Automotive Diesel Fuel, as reported monthly.

FUEL SURCHARGE FOR RAIL TRANSPORTATION TABLE

| |
|------------------------------------|
| (Table to be prepared by proposer) |
|------------------------------------|

IN WITNESS WHEREOF, the undersigned has executed this certificate this

_____ day of _____ 200 8 _____

By (Signature): _____

Name (Print): _____

Title: _____



PRICE ADJUSTMENT FOR TRANSPORTATION PRICE FOR FUEL COSTS

The undersigned hereby proposes the following Fuel Adjustments.

Bidders shall complete the Fuel Surcharge for Truck Transportation Table for truck transportation. Bidders proposing rail transportation shall propose a comparable rail-based adjustment to be provided in the Fuel Surcharge for Rail Transportation Table based on a rail transport rate structure that shall be presented by the Bidder.

FUEL SURCHARGE FOR TRUCK TRANSPORTATION TABLE

| Average Price/Gallon ¹ | Per Ton Surcharge (increase or decrease in per ton Transportation Prices proposed in Price Proposal Form 1) | Average Price/Gallon ¹ | Per Ton Surcharge (increase or decrease in per ton Transportation Prices proposed in Price Proposal Form 1) | Average Price/Gallon ¹ | Per Ton Surcharge (increase or decrease in per ton Transportation Prices proposed in Price Proposal Form 1) |
|-----------------------------------|---|-----------------------------------|---|-----------------------------------|---|
| \$2.100 - \$2.199 | \$ | \$3.500 - \$3.599 | \$ 0.00 | \$4.900 - \$4.999 | \$ |
| \$2.200 - \$2.299 | \$ | \$3.600 - \$3.699 | \$ | \$5.000 - \$5.099 | \$ |
| \$2.300 - \$2.399 | \$ | \$3.700 - \$3.799 | \$ | \$5.100 - \$5.199 | \$ |
| \$2.400 - \$2.499 | \$ | \$3.800 - \$3.899 | \$ | \$5.200 - \$5.299 | \$ |
| \$2.500 - \$2.599 | \$ | \$3.900 - \$3.999 | \$ | \$5.300 - \$5.399 | \$ |
| \$2.600 - \$2.699 | \$ | \$4.000 - \$4.099 | \$ | \$5.400 - \$5.499 | \$ |
| \$2.700 - \$2.799 | \$ | \$4.100 - \$4.199 | \$ | \$5.500 - \$5.599 | \$ |
| \$2.800 - \$2.899 | \$ | \$4.200 - \$4.299 | \$ | \$5.600 - \$5.699 | \$ |
| \$2.900 - \$2.999 | \$ | \$4.300 - \$4.399 | \$ | \$5.700 - \$5.799 | \$ |
| \$3.000 - \$3.099 | \$ | \$4.400 - \$4.499 | \$ | \$5.800 - \$5.899 | \$ |
| \$3.100 - \$3.199 | \$ | \$4.500 - \$4.599 | \$ | \$5.900 - \$5.999 | \$ |
| \$3.200 - \$3.299 | \$ | \$4.600 - \$4.699 | \$ | \$6.000 - \$6.099 | \$ |
| \$3.300 - \$3.399 | \$ | \$4.700 - \$4.799 | \$ | \$6.100 - \$6.199 | \$ |
| \$3.400 - \$3.499 | \$ | \$4.800 - \$4.899 | \$ | \$6.200 - \$6.299 | \$ |

¹ Bureau of Labor Statistics Average Price Data, Series ID APU010074717, Northeast Urban, Automotive Diesel Fuel, as reported monthly.

FUEL SURCHARGE FOR RAIL TRANSPORTATION TABLE

| |
|------------------------------------|
| (Table to be prepared by proposer) |
|------------------------------------|

IN WITNESS WHEREOF, the undersigned has executed this certificate this

_____ day of _____ 200 8 _____

By (Signature): _____

Name (Print): _____

Title: _____



**ATTACHMENT 4
COMPANY INFORMATION
FORM**

Bidder shall complete and submit this Form with its Bid. In addition, Bidder shall submit with its Bid audited financial statements (including a Bidder's affiliate or subsidiary designated by Bidder to execute the Agreement, if awarded) which include, at a minimum, income statement, balance sheet, and statement of changes in financial position, for the most recent fiscal year. In connection with CRRA's foregoing requirement to submit financial statements, the Bidder may request that CRRA keep its foregoing financial statements in confidence/private. To keep the financial statement in confidence, Bidder must submit its financial statements in a separate sealed and marked envelope. If so requested by the Bidder, CRRA shall use best efforts to keep said financial statements in confidence.

BIDDER INFORMATION

| | | | |
|---|--|--|--|
| Name of Bidder: | | | |
| Address of Central Office or Headquarters: | | | |
| | | | |
| | | | |
| | | | |
| Name of Parent Company (if any): | | | |
| Legal structure of Bidder (Corporation, LLC, Partnership, etc.) | | | |
| If Bidder is a corporation, in what state is Bidder incorporated? | | | |

- *If Bidder is a corporation Bidder shall attach to this form a certificate of good standing from the state of incorporation and, if available, from the State of Connecticut*

Provide brief description of Bidder's organization (names of subsidiaries or partnerships and their relationship to Bidder)

| | | |
|---|--------------------------|--------------------------|
| | Yes | No |
| Is Bidder registered to do business in Connecticut? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does Bidder intend to create a separate business entity to perform the Services contemplated by the RFB and contract documents? | <input type="checkbox"/> | <input type="checkbox"/> |

BIDDER TEAM

| | | |
|--|--------------------------|--------------------------|
| | Yes | No |
| Will Bidder need to team-up with another entity (transportation or disposal company) in order to perform the Services? | <input type="checkbox"/> | <input type="checkbox"/> |

If Bidder answered "yes" to the above question, provide the following information concerning the team.

| | Provider of Disposal Services | Provider of Transportation Services |
|-----------------|-------------------------------|-------------------------------------|
| Name of Entity: | | |
| Entity Address: | | |
| | | |
| | | |
| | | |

It should be noted that CRRA intends to enter into a single contract with the prime contractor which will be the company that provides the disposal service. Although it prefers a single contract, CRRA will enter into separate contracts for disposal and transportation, if requested by the Bidder, and if both the transportation and disposal bids are presented as one submittal.



ATTACHMENT 5
BACKGROUND QUESTIONNAIRE

This Questionnaire must be completed and properly executed by an individual or business entity submitting a bid to the Connecticut Resources Recovery Authority (such individual or business entity hereinafter referred to as the "Contractor").

Please answer the following questions by placing an "X" in the appropriate box.

| | Yes | No |
|---|--------------------------|--------------------------|
| <p>1. Has the Contractor or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Contractor ever been the subject of a criminal investigation?</p> <p><i>If you answered "Yes" to Question 1, proceed to Question 1A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 1, proceed to Question 2.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>1A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 1A, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to Question 1A, proceed to Question 2.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>2. Has the Contractor or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Contractor ever been the subject of a civil investigation?</p> <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>3. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Contractor has an ownership interest in excess of 50% in such entity ever been the subject of a criminal investigation?</p> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |

| | Yes | No |
|---|--------------------------|--------------------------|
| <p>4. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Contractor has an ownership interest in excess of 50% in such entity ever been the subject of a civil investigation?</p> <p><i>If you answered "Yes" to Question 4, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>5. Has the Contractor or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Contractor ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p><i>If you answered "Yes" to Question 5, on a separate sheet of paper please explain.</i></p> | <input type="checkbox"/> | <input type="checkbox"/> |

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that he/she is the _____ (Title) of _____ (Firm Name), the Contractor herein, that he/she has provided answers to the foregoing questions on the Contractor's background, and, under the penalty of perjury, certifies that each and every answer is true.

Sworn to before me this _____ day of _____ 200 8

Notary Public/Commissioner of the Superior Court

ATTACHMENT 6

**QUESTIONS CONCERNING AFFIRMATIVE ACTION,
SMALL BUSINESS CONTRACTORS, AND
OCCUPATIONAL HEALTH AND SAFETY**



QUESTIONNAIRE CONCERNING AFFIRMATIVE ACTION, SMALL BUSINESS CONTRACTORS AND OCCUPATIONAL HEALTH AND SAFETY

Because CRRA is a political subdivision of the State of Connecticut, it is required by various statutes and regulations to obtain background information on prospective contractors prior to entering into a contract. The questions below are designed to assist CRRA in procuring this information. Many of the questions are required to be asked by RCSA 46a-68j-31. For the purposes of this form, "Contractor" means Bidder, Proposer or Statement of Qualifications Submitter, as appropriate.

| | Yes | No |
|--|--------------------------|--------------------------|
| 1. Is the Contractor an Individual? <i>If you answered "Yes" to Question 1, skip to Question 2.</i> <i>If you answered "No" to Question 1, proceed to Question 1A and then to Question 2.</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1A. How many employees does the Contractor have? <input type="text"/> | | |
| 2. Is the Contractor a Small Contractor based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3.</i> <i>If you answered "No" to Question 2, skip to Question 3.</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2A. Is the Contractor registered with the DAS as a Certified Small Business? <i>If you answered "Yes" to Question 2A, please provide a copy of your Set-Aside Certificate.</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the Contractor a MWDP Business Enterprise based on the criteria in Schedule B? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4.</i> <i>If you answered "No" to Question 3, skip to Question 4.</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3A. Is the Contractor registered with DAS as a MWDP Small Business? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Does the Contractor have an Affirmative Action Plan? <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5.</i> <i>If you answered "No" to Question 4, skip to Question 4B and then to Question 5.</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4A. Has the Affirmative Action Plan been approved by the CHRO? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4B. Will the Contractor develop and implement an Affirmative Action Plan? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Does the Contractor have an apprenticeship program complying with RCSA 46a-68-1 through 46a-68-17? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Has the Contractor been cited for three or more willful or serious violations of any occupational safety and health act? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Has the Contractor received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Has the Contractor been the recipient of one or more ethical violations from the State of Connecticut Ethics Commission during the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications? | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Will subcontractors be involved? <i>If you answered "Yes" to Question 9, proceed to Question 9A.</i> <i>If you answered "No" to Question 9, you are finished with the questionnaire.</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9A. How many subcontractors will be involved? <input type="text"/> | | |

LIST OF ACRONYMS

| | | |
|------|---|---|
| RCSA | – | Regulations of Connecticut State Agencies |
| CHRO | – | State of Connecticut Commission on Human Rights and Opportunities |
| DAS | – | State of Connecticut Department of Administrative Services |
| MWDP | – | Minority/Women/Disabled Person |

FOOTNOTE

- ¹ If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds \$50,000.00 in any fiscal year, and the Contractor has 50 or more employees, the Contractor, in accordance with the provisions of Section 46a-68c of the Connecticut General Statutes, shall develop and file an affirmative action plan with the Connecticut Commission on Human Rights and Opportunities.

SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

Contractor must meet all of the following criteria to qualify as a Small Contractor:

1. Has been doing business and has maintained its principal place of business in the State for a period of at least one year immediately preceding the issuance of the Request For Bids/Proposals/Qualifications;
2. Has had gross revenues not exceeding ten million dollars in the most recently completed fiscal year;
3. Is headquartered in Connecticut; and,
4. At least 51% of the ownership of the Contractor is held by a person or persons who are active in the daily affairs of the business and have the power to direct the management and policies of the business.

SCHEDULE B CRITERIA FOR A MINORITY/WOMAN/DISABLED PERSON BUSINESS ENTERPRISE

Contractor must meet all of the following criteria to qualify as a Minority/Woman/Disabled Person Business Enterprise:

1. Satisfies all of the criteria in Schedule A for a Small Contractor;
2. 51% or more of the business and/or its assets must be owned by a person or persons who are minorities as defined in Connecticut General Statutes Section 32-9n (please see below) or is an individual with a disability;
3. The Minority/Woman/Disabled Person must have the power to change policy and management of the business; and,
4. The Minority/Woman/Disabled Person must be active in the day-to-day affairs of the business.

CONNECTICUT GENERAL STATUTES SECTION 32-9n

Sec. 32-9n. Office of Small Business Affairs. (a) There is established within the Department of Economic and Community Development an Office of Small Business Affairs. Such office shall aid and encourage small business enterprises, particularly those owned and operated by minorities and other socially or economically disadvantaged individuals in Connecticut. As used in this section, minority means: (1) Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin; (2) Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race; (3) all persons having origins in the Iberian Peninsula, including Portugal, regardless of race; (4) women; (5) Asian Pacific Americans and Pacific islanders; or (6) American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.



ATTACHMENT 7 REFERENCES FORM

In space below, provide the names of three (3) references who can attest to the quality of the services provided by Bidder. Include job title, affiliation, address, phone number and a brief description of the services provided for each reference.

REFERENCE 1

| | |
|--------------------------------|--|
| Name of Person: | |
| Title: | |
| Name of Firm: | |
| Address: | |
| Telephone Number: | |
| Description Of Work Performed: | |

REFERENCE 2

| | |
|--------------------------------|--|
| Name of Person: | |
| Title: | |
| Name of Firm: | |
| Address: | |
| Telephone Number: | |
| Description Of Work Performed: | |

REFERENCE 3

| | |
|--------------------------------|--|
| Name of Person: | |
| Title: | |
| Name of Firm: | |
| Address: | |
| Telephone Number: | |
| Description Of Work Performed: | |

ATTACHMENT 8

CORPORATE GUARANTEE STATEMENT FORM

For valuable consideration and as an inducement to the Connecticut Resources Recovery Authority ("CRRRA", which is a public instrumentality and political subdivision duly organized and validly existing under the laws of the State of Connecticut, to enter into Agreement(s) that are based on its Bid(s) to provide transportation and disposal of municipal solid waste from municipalities in South Central, Connecticut, the undersigned _____ (the "Guarantor"), a corporation duly organized and existing under the laws of the State of _____, hereby agrees to enter into a Guaranty Agreement with CRRRA for timely and proper performance and observance of all of the obligations as represented in the Request For Bids dated February 22, 2008, this Bid dated _____, and the future Agreement(s), as negotiated.

The undersigned agrees that no modifications, extension or indulgence granted to its successors or assigns, shall release the undersigned from this guarantee. The undersigned acknowledges that the obligations of the undersigned shall not be terminated, affected or impaired by reason of the waiver of or delay in exercising of any of the rights of CRRRA against the Guarantor.

This guarantee is absolute and unconditional. The undersigned shall be entitled to assert as defenses hereunder any defenses available to Guarantor. This guarantee shall be construed under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the undersigned has executed this continuing guarantee this

_____ day of _____ 200 8

By (Signature): _____

Name (Print): _____

Title: _____

Note: If the Bidder is a subsidiary or affiliate of another company and the Parent Company will provide a Parent Company Guarantee, the Parent Company must provide a letter guaranteeing the Bidder's obligations. Such letter shall accompany this Bidder's Corporate Guarantee Statement. If the Bidder is a Partnership, or Joint Venture, the partners shall have joint and severable liability for meeting contract obligations. Partners must submit letters of commitment with the Bidder's Corporate Guarantee Statement.



**ATTACHMENT 9:
CONTRACTOR-SELECTED
DISPOSAL FACILITY(IES) FORM**

Bidder shall list on the following pages all disposal facilities that will be used in the performance of the Services should Bidder be awarded an Agreement for the Services. Bidder shall indentify all disposal facilities (including landfill(s), transfer station(s), waste-to-energy facilities, etc.) it will use in the performance of the Services.

Disposal Facility 1

| | | | |
|--|---|--|--------------|
| Name of Facility: | | | |
| Address of Facility: | | | |
| | | | |
| Name of Owner/Operator: | | | |
| Name of Facility Manager: | | Telephone #: | |
| Name of Facility Environmental Manager: | | Telephone #: | |
| Name of State Environmental Regulatory Contact: | | Telephone #: | |
| Name of State Environmental Regulatory Contact: | | Telephone #: | |
| Type of Facility: (Check appropriate box) | <input type="checkbox"/> Landfill | <input type="checkbox"/> Transfer Station | |
| | <input type="checkbox"/> Resource Recovery Facility | <input type="checkbox"/> Volume Reduction Facility | |
| | <input type="checkbox"/> Other (Specify) | | |
| Amount of Pollution Liability Insurance Carried by Facility: | \$ | | |
| Permits Held by Facility (enter "N/A" if not applicable): | Solid Waste | No: | Date Issued: |
| | Groundwater | No: | Date Issued: |
| | Air | No: | Date Issued: |
| | | No: | Date Issued: |

If the Disposal Facility is a Landfill, please answer the following questions:

| | Yes | No |
|---|--------------------------|--------------------------|
| Is the Landfill on the CERCLIS or National Priorities List? | <input type="checkbox"/> | <input type="checkbox"/> |
| Is the Landfill constructed with a synthetic base liner? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a leachate collection system? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a groundwater monitoring program? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a gas collection system? | <input type="checkbox"/> | <input type="checkbox"/> |
| If the Landfill has a gas collection system, is the gas used to generate electricity? | <input type="checkbox"/> | <input type="checkbox"/> |
| Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill? | <input type="checkbox"/> | <input type="checkbox"/> |
| Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law? | <input type="checkbox"/> | <input type="checkbox"/> |
| How much is the estimated cost for facility closure? | \$ | |
| How much is the estimated cost for facility post-closure monitoring and maintenance? | \$ | |
| What funding mechanism is used to guarantee closure and post-closure activities? | | |

Disposal Facility 2 (if applicable)

| | | | |
|--|---|--|--------------|
| Name of Facility: | | | |
| Address of Facility: | | | |
| | | | |
| Name of Owner/Operator: | | | |
| Name of Facility Manager: | | Telephone #: | |
| Name of Facility Environmental Manager: | | Telephone #: | |
| Name of State Environmental Regulatory Contact: | | Telephone #: | |
| Name of State Environmental Regulatory Contact: | | Telephone #: | |
| Type of Facility: (Check appropriate box) | <input type="checkbox"/> Landfill | <input type="checkbox"/> Transfer Station | |
| | <input type="checkbox"/> Resource Recovery Facility | <input type="checkbox"/> Volume Reduction Facility | |
| | <input type="checkbox"/> Other (Specify) | | |
| Amount of Pollution Liability Insurance Carried by Facility: | | \$ | |
| Permits Held by Facility (enter "N/A" if not applicable): | Solid Waste | No: | Date Issued: |
| | Groundwater | No: | Date Issued: |
| | Air | No: | Date Issued: |
| | | No: | Date Issued: |

If the Disposal Facility is a Landfill, please answer the following questions:

| | Yes | No |
|---|--------------------------|--------------------------|
| Is the Landfill on the CERCLIS or National Priorities List? | <input type="checkbox"/> | <input type="checkbox"/> |
| Is the Landfill constructed with a synthetic base liner? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a leachate collection system? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a groundwater monitoring program? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a gas collection system? | <input type="checkbox"/> | <input type="checkbox"/> |
| If the Landfill has a gas collection system, is the gas used to generate electricity? | <input type="checkbox"/> | <input type="checkbox"/> |
| Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill? | <input type="checkbox"/> | <input type="checkbox"/> |
| Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law? | <input type="checkbox"/> | <input type="checkbox"/> |
| How much is the estimated cost for facility closure? | \$ | |
| How much is the estimated cost for facility post-closure monitoring and maintenance? | \$ | |
| What funding mechanism is used to guarantee closure and post-closure activities? | | |

Disposal Facility 3 (if applicable)

| | | | |
|--|---|--|--------------|
| Name of Facility: | | | |
| Address of Facility: | | | |
| | | | |
| Name of Owner/Operator: | | | |
| Name of Facility Manager: | | Telephone #: | |
| Name of Facility Environmental Manager: | | Telephone #: | |
| Name of State Environmental Regulatory Contact: | | Telephone #: | |
| Name of State Environmental Regulatory Contact: | | Telephone #: | |
| Type of Facility: (Check appropriate box) | <input type="checkbox"/> Landfill | <input type="checkbox"/> Transfer Station | |
| | <input type="checkbox"/> Resource Recovery Facility | <input type="checkbox"/> Volume Reduction Facility | |
| | <input type="checkbox"/> Other (Specify) | | |
| Amount of Pollution Liability Insurance Carried by Facility: | | \$ | |
| Permits Held by Facility (enter "N/A" if not applicable): | Solid Waste | No: | Date Issued: |
| | Groundwater | No: | Date Issued: |
| | Air | No: | Date Issued: |
| | | No: | Date Issued: |

If the Disposal Facility is a Landfill, please answer the following questions:

| | Yes | No |
|---|--------------------------|--------------------------|
| Is the Landfill on the CERCLIS or National Priorities List? | <input type="checkbox"/> | <input type="checkbox"/> |
| Is the Landfill constructed with a synthetic base liner? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a leachate collection system? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a groundwater monitoring program? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a gas collection system? | <input type="checkbox"/> | <input type="checkbox"/> |
| If the Landfill has a gas collection system, is the gas used to generate electricity? | <input type="checkbox"/> | <input type="checkbox"/> |
| Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill? | <input type="checkbox"/> | <input type="checkbox"/> |
| Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law? | <input type="checkbox"/> | <input type="checkbox"/> |
| How much is the estimated cost for facility closure? | \$ | |
| How much is the estimated cost for facility post-closure monitoring and maintenance? | \$ | |
| What funding mechanism is used to guarantee closure and post-closure activities? | | |

Disposal Facility 4 (if applicable)

| | | | | | |
|--|---|--------------|--|--|--------------|
| Name of Facility: | | | | | |
| Address of Facility: | | | | | |
| | | | | | |
| Name of Owner/Operator: | | | | | |
| Name of Facility Manager: | | Telephone #: | | | |
| Name of Facility Environmental Manager: | | Telephone #: | | | |
| Name of State Environmental Regulatory Contact: | | Telephone #: | | | |
| Name of State Environmental Regulatory Contact: | | Telephone #: | | | |
| Type of Facility: (Check appropriate box) | <input type="checkbox"/> Landfill | | <input type="checkbox"/> Transfer Station | | |
| | <input type="checkbox"/> Resource Recovery Facility | | <input type="checkbox"/> Volume Reduction Facility | | |
| | <input type="checkbox"/> Other (Specify) | | | | |
| Amount of Pollution Liability Insurance Carried by Facility: | | | \$ | | |
| Permits Held by Facility (enter "N/A" if not applicable): | Solid Waste | No: | | | Date Issued: |
| | Groundwater | No: | | | Date Issued: |
| | Air | No: | | | Date Issued: |
| | | No: | | | Date Issued: |

If the Disposal Facility is a Landfill, please answer the following questions:

| | Yes | No |
|---|--------------------------|--------------------------|
| Is the Landfill on the CERCLIS or National Priorities List? | <input type="checkbox"/> | <input type="checkbox"/> |
| Is the Landfill constructed with a synthetic base liner? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a leachate collection system? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a groundwater monitoring program? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the Landfill have a gas collection system? | <input type="checkbox"/> | <input type="checkbox"/> |
| If the Landfill has a gas collection system, is the gas used to generate electricity? | <input type="checkbox"/> | <input type="checkbox"/> |
| Have any environmental investigations (including Phase I, II or III reports) been performed at the Landfill? | <input type="checkbox"/> | <input type="checkbox"/> |
| Has the owner/operator or the Landfill received a notice of potential liability from EPA or the state identifying the owner as a potentially responsible party under CERCLA or any similar state law? | <input type="checkbox"/> | <input type="checkbox"/> |
| How much is the estimated cost for facility closure? | \$ | |
| How much is the estimated cost for facility post-closure monitoring and maintenance? | \$ | |
| What funding mechanism is used to guarantee closure and post-closure activities? | | |



**ATTACHMENT 10:
SUBCONTRACTOR
IDENTIFICATION FORM**

Bidder shall list below all subcontractor(s) Bidder intends to use in the performance of Services if Bidder is selected to perform the Services and awarded the Agreement. Bidder shall include a description of the Services to be provided by the subcontractor(s).

Subcontractor 1

| | |
|-------------------------|--|
| Company Name | |
| Services To Be Provided | |

Subcontractor 2

| | |
|-------------------------|--|
| Company Name | |
| Services To Be Provided | |

Subcontractor 3

| | |
|-------------------------|--|
| Company Name | |
| Services To Be Provided | |

Subcontractor 4

| | |
|-------------------------|--|
| Company Name | |
| Services To Be Provided | |



ATTACHMENT 11 VEHICLE SAFETY STANDARDS

Bidders for the transportation and disposal of Acceptable Solid Waste for Municipalities in South Central Connecticut are required to be in compliance with and not limited to the following Federal Motor Carrier Safety Administration and State of Connecticut D.O.T. vehicle safety requirements.

This section must be fully completed and a **NO** answer should be addressed in writing and attached to Bidder's Bid submittal.

| | Yes | No |
|--|--------------------------|--------------------------|
| 1. Bidder's drivers or their sub-contracted drivers have a CDL or are licensed to drive both in and out of the State of Connecticut. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Bidder(s) has record on file of driver's vehicle driving record. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Bidder(s) has records of vehicles being used regarding transport weight capacity and compliance with Federal and Connecticut DOT safety guidelines. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Bidder(s) has vehicle maintenance procedures/schedules for both its and its sub-contractor vehicles. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Bidder(s) has safety procedures for its and its sub-contractor vehicles regarding Hand-Operated Controls, Foot Operated Controls, and Dash Board Displays as outlined in both the Federal and Connecticut State Safety Standards. | <input type="checkbox"/> | <input type="checkbox"/> |

By (Signature): _____

Name (Print): _____

Proposer Name: _____



**ATTACHMENT 12
CERTIFICATION CONCERNING
NONDISCRIMINATION**

This certification must be executed by an individual or business entity submitting a bid to the Connecticut Resources Recovery Authority (such individual or business entity hereinafter referred to as the "Contractor") regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.

I, _____, a duly authorized officer and/or representative
of _____ (firm name)
(the "Contractor"), hereby certify that:

- 1. Contractor seeks to enter into the Transportation And Disposal Of Municipal Solid Waste From Municipalities In South Central Connecticut Agreement (the "Agreement") with the Connecticut Resources Recovery Authority; and
- 2. In carrying out its obligation under the Agreement, Contractor will abide by the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and Sections 9(a)(1) and 10(a)(1) of Public Act 07-142; and
- 3. Attached are the policies and procedures concerning nondiscrimination, which have not been modified or rescinded, adopted by the appropriate governing body or management of Contractor; and
- 4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief.

IN WITNESS WHEREOF, the undersigned has executed this certificate this
_____ day of _____ 200 8

By (Signature): _____

Name (Print): _____

Title: _____



**ATTACHMENT 13
BUSINESS EXCEPTION
FORM**

Using this form (add additional sheets of paper as needed), Bidder shall identify any portion of the Services required or described in this RFB and the **Agreement for Transportation and Disposal of Municipal Solid Waste in South Central Connecticut** that Bidder desires to take exception to, if any. Bidder shall be specific regarding any exceptions listed. Bidder shall describe in detail the portion(s) of the Services Bidder is taking exception to and why. Bidder shall also describe what, if any, alternative Services or conditions Bidder is willing to provide or accept as a substitution for the Services or business terms Bidder has taken exception to, if any. If Bidder does not take exception to any portion of the Services required or described in this RFB and the **Agreement for Transportation and Disposal of Municipal Solid Waste in South Central Connecticut**, Bidder shall simply indicate below that Bidder "takes no exceptions", and submit this form along with the other Bid forms as part of its Bid submittal. Note that CRRA will negotiate with Bidder on only those items identified by Bidder on this Business Exception Form. Also note that pursuant to State of Connecticut statutes and regulations, the Agreement contains a number of provisions that CRRA, as a quasi-public entity, is required to incorporate in all of its contracts and therefore are non-negotiable.

| | Description of Exception Item | Reason for Exception | Proposed Alternative |
|----|-------------------------------|----------------------|----------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |

| | Description of Exception Item | Reason for Exception | Proposed Alternative |
|----|-------------------------------|----------------------|----------------------|
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |

ATTACHMENT 14
BID BOND/GUARANTY

BID/PROPOSAL BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. The below addresses are to be used for giving required notice.

BIDDER/PROPOSER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

| | |
|--|--|
| | |
|--|--|

OWNER (Name and Address):

| |
|--|
| Connecticut Resources Recovery Authority 100 Constitution Plaza, 6 th Floor Hartford, CT 06103-1722 |
|--|

BID/PROPOSAL

| | |
|---|-------------|
| DUE DATE: | |
| AMOUNT: | \$25,000.00 |
| PROJECT DESCRIPTION <small>(Including Name and Location):</small> | |

BOND

| | |
|--|---|
| BOND NUMBER: | |
| DATE <small>(Not later than Bid/Proposal Due Date):</small> | |
| PENAL SUM: | Twenty Five Thousand and 00/100 Dollars DOLLARS (\$25,000.00) |

IN WITNESS WHEREOF, Surety and Bidder/Proposer, intending to be legally bound hereby, subject to the terms printed on Page 2 hereof, do each cause this Bid/Proposal Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER/PROPOSER

SURETY

| |
|--|
| |
|--|

(SEAL)

| |
|--|
| |
|--|

(SEAL)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

| | | | |
|------------------------|--|------------------------|--|
| SIGNATURE: | | SIGNATURE: | |
| NAME AND TITLE: | | NAME AND TITLE: | |

TERMS AND CONDITIONS TO BID/PROPOSAL BOND

1. Bidder/Proposer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder/Proposer any difference between the total amount of Bidder's/Proposer's bid/proposal and the total amount of the bid/proposal of the next lowest, responsible and responsive bidder/proposer as determined by Owner for the Work/Service required by the Contract Documents, provided that:
 - 1.1 If there is no such next lowest, responsible and responsive bidder/proposer, and Owner does not abandon the Project, then Bidder/Proposer and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's/Proposer's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder/Proposer shall occur upon the failure of Bidder/Proposer to deliver within the time required by the Bid/Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement and related documents required by the Bid/Proposal Documents and any performance and payment bonds required by the Bid/Proposal Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's/Proposer's bid/proposal and bidder/proposer delivers within the time required by the Bid/Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement and related documents required by the Bid/Proposal Documents and any performance and payments bonds required by the Bid/Proposal Documents and Contract Documents, or
 - 3.2 All bids/proposals are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder/Proposer within the time specified in the Bid/Proposal Documents (or any extension thereof agreed to in writing by Bidder/Proposer and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder/Proposer and within 30 calendar days after receipt by Bidder/Proposer and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder/Proposer, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid/Proposal Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder/Proposer and Surety and in no case later than one year after Bid/Proposal Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder/Proposer and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.



ATTACHMENT 15
FORM OF NOTICE
OF AWARD

TO: [NAME OF SUCCESSFUL BIDDER]
[ADDRESS OF SUCCESSFUL BIDDER]

PROJECT: Wallingford

RFB NO.: 08-OP-013

CONTRACT: Transportation And Disposal Of Municipal Solid Waste From Municipalities In South Central Connecticut

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated [DATE] in response to CRRA's Notice To Contractors – Invitation To Bid for the above-referenced Services, which Service is more particularly described in the Transportation And Disposal Of Municipal Solid Waste From Municipalities In South Central Connecticut Agreement (the "Service").

You are hereby notified that your firm has been selected to perform the Services for the period July 1, 2010 through June 30, 2020. The amount of the award for the Services for the ten-year period is as specified in **Schedule 2** of the Agreement.

Within ten (10) days from the date of this Notice of Award you are required to:

- (a) Enter into negotiations, if applicable, with CRRA regarding the attached Agreement. Such negotiations shall be limited to only those business exceptions Bidder identified in its Bid submittal (Attachment 13 of the RFB documents, if any);
- (b) Deliver to CRRA the requisite certificates of insurance;
- (c) Deliver to CRRA the Performance Bond or Letter of Credit;
- (d) Deliver to CRRA all other Contract Documents attached to the Notice of Award; and
- (e) Satisfy all other conditions set forth herein.

As you have agreed, the terms and conditions of the Agreement, as attached, are non-negotiable, except for the business terms and conditions identified in your Bid Submittal.

If you fail within ten (10) days from the date of this Notice Of Award to perform and complete any of your obligations set forth in items (a) through (e) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Bid as abandoned and terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

You are required to acknowledge your receipt of this Notice Of Award by signing below and returning the same to CRRA.

Dated this [DAY] day of [MONTH], [YEAR].

Connecticut Resources Recovery Authority

By: _____
[NAME OF CRRA OFFICIAL]
Title: [TITLE OF CRRA OFFICIAL]

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 200_.

By:

Signature: _____

Name (print/type): _____

Title: _____

ATTACHMENT 16

**TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID
WASTE FROM MUNICIPALITIES IN SOUTH CENTRAL
CONNECTICUT AGREEMENT**

ATTACHMENT 16

TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE FROM MUNICIPALITIES IN SOUTH CENTRAL CONNECTICUT AGREEMENT

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Schedule 2 – Contractor Operations Plan

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Schedule 5 - Letter Of Credit

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Schedule 9 – Certification Concerning Nondiscrimination

Schedule 10 – SEEC Form 11, Notice to Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban

TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE FROM MUNICIPALITIES IN SOUTH CENTRAL CONNECTICUT AGREEMENT

This **TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE FROM MUNICIPALITIES IN SOUTH CENTRAL CONNECTICUT AGREEMENT** is made and entered into as of the ____ day of _____, 200[], by and among the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 ("**CRRA**"), and [NAME OF CONTRACTOR], a [TYPE OF ENTITY], having a principal place of business at [ADDRESS OF CONTRACTOR] ("**Contractor**").

PRELIMINARY RECITALS

WHEREAS, CRRA is has been designated by the City of Meriden and the Towns of Cheshire, Hamden, North Haven and Wallingford to act as their agent in obtaining transportation and disposal services for Municipal Solid Waste generated within their borders;

WHEREAS, CRRA and Contractor now desire to enter into this Agreement in order to have Contractor transport and dispose of Acceptable Waste generated by the Municipalities to the Designated Disposal Facility (as hereinafter defined).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRRA and Contractor hereby mutually agree and undertake as follows.

1. GENERAL

1.1 Definitions

- 1.1.1 "Acceptable Waste" means Municipal Solid Waste, provided that, under no circumstances shall Acceptable Waste include Unacceptable Waste, or waste that does not originate from the Municipalities.
- 1.1.2 "Acceptable Waste Loading Area" means the Transfer Station located on South Cherry Street, Wallingford, Connecticut.
- 1.1.3 "Act of Bankruptcy" means that
- (a) Contractor shall have commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets,
 - (b) Contractor shall have failed, or admitted in writing its inability generally, to pay its debts as such debts become due,
 - (c) Contractor shall have made a general assignment for the benefit of creditors,
 - (d) Contractor shall have been adjudicated a bankrupt, or shall have filed a petition or an answer seeking an arrangement with creditors,
 - (e) Contractor shall have taken advantage of any insolvency law, or shall have submitted an answer admitting the material allegations of a petition in a bankruptcy or insolvency proceeding,
 - (f) An order, judgment or decree for relief in respect of Contractor shall have been entered in an involuntary case, without the application, approval or consent of Contractor by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for Contractor or for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive days,
 - (g) Contractor shall have filed a voluntary petition in bankruptcy,
 - (h) Contractor shall have failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) days of the filing thereof, or
 - (i) An order for relief shall have been entered against Contractor under the provisions of the United States Bankruptcy Act, 11 U.S.C.A. §301.

For purposes of this definition, the term Contractor shall mean Contractor or Guarantor.

- 1.1.4 “Affiliate” means a Person that, directly or indirectly, controls or is controlled by, or is under common control with, Contractor.
- 1.1.5 “Agreement” means this Transportation And Disposal Of Municipal Solid Waste From Municipalities in South Central, Connecticut Agreement, between CRRA and Contractor, together with Schedules 1 through 10 (inclusive) attached hereto and made a part hereof and any written amendments, modifications or supplements hereto.
- 1.1.6 “Applicable Laws” means any applicable statute, law, constitution, charter, ordinance, resolution, judgment, order, permits (including but not limited to the Permits), decree, rule, regulation, directive, interpretation, standard or similar binding authority, which has been or shall be enacted, promulgated, issued or enforced by any judicial or Governmental Authority having jurisdiction.
- 1.1.7 “Change In Law” means any of the following events or conditions demonstrated to have, or which may upon showing of reasonable basis be expected to have, a material adverse effect on Contractor or CRRA, or on Contractor’s or CRRA’s ability to perform pursuant to this Agreement or on the operation of the Designated Disposal Facility, if such event or condition is beyond the reasonable control of the party asserting the Change in Law, and not the result of willful or negligent action or a lack of reasonable diligence, of the party asserting the Change In Law:
- (a) The adoption, promulgation, issuance, modification or official change in the interpretation after the date of this Agreement of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, unless such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal, state or local governmental body, administrative agency or governmental official having jurisdiction;
 - (b) The order and/or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the party claiming the Change In Law; or
 - (c) The suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval essential to the operation or improvement of the Transfer Stations or Designated Disposal Facility as provided for herein or required with respect hereto,

if it is not also the result of willful or negligent action or a lack of reasonable diligence of the party claim the Change In Law.

The contesting in good faith of any such order, judgment, suspension, termination, interruption or failure of renewal shall not be construed as willful or negligent action or a lack of reasonable diligence of the party claiming the Change In Law.

- 1.1.8 “Commencement Date” means July 1, 2010.
- 1.1.9 “Designated Disposal Facility” means the landfill [or landfills] or resource recovery facility [or resource recovery facilities] located at [LOCATION OF FACILITY] which Contractor owns, leases or operates or another alternative landfill [or landfills] or resource recovery facility [or resource recovery facilities] approved by CRRA in advance in writing.
- 1.1.10 “Disposal Prices” shall have the meaning ascribed to it in Schedule 3.
- 1.1.11 “Environmental Claim” means any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent, decree, penalty, fine, lien, proceeding or claim arising
- (a) Pursuant to, or in connection with, an actual or alleged violation of, any Environmental Law,
 - (b) In connection with any Hazardous Waste or actual or alleged Hazardous Waste Activity,
 - (c) From any abatement, removal, remedial, corrective, or other response action in connection with a Hazardous Waste, Environmental Law or other order of a Governmental Authority or
 - (d) From any actual or alleged damage, injury, threat, or harm to health, safety, natural resources, or the environment.
- 1.1.12 “Environmental Law” means any current or future Legal Requirement pertaining to (a) the protection of health, safety and the indoor or outdoor environment, (b) the conservation, management, or use of natural resources and wildlife, (c) the protection or use of soils and sediments, coastal, tidal or inland wetlands, surface water or groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Waste or (e) pollution (including any release to air, soils and sediments, coastal, tidal or inland wetlands, surface water or groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq., Solid Waste Disposal Act, as amended, 42 U.S.C. §§6901 et seq., Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq., Clean Air Act, 42

U.S.C. §§7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 et seq., Hazardous Materials Transportation Act, 49 U.S.C.A. §§ 1801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 et seq., National Environmental Policy Act of 1969, 42 U.S.C. §§4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300(f) et seq., any similar, implementing or successor law, including, without limitation, laws enacted by the State of Connecticut or any other state, and any amendment thereto, and any, regulation, order or directive issued thereunder.

- 1.1.13 “Fuel Surcharge” shall have the meaning ascribed to it in Schedule 2.
- 1.1.14 “Governmental Approval” means any permit (including but not limited to the Permits), license, variance, certificate, consent, letter, clearance, closure, exemption, decision or action or approval of a Governmental Authority.
- 1.1.15 “Governmental Authority” means any international, foreign, federal, state, regional, county, or local department, agency, authority, commission or body having governmental or quasi-governmental authority, or any instrumentality or subdivision thereof.
- 1.1.16 “Guarantor” shall refer to any party required to execute the Guaranty described in Section 10.4.
- 1.1.17 “Guaranty” shall mean a guaranty by a Guarantor substantially in the form of Schedule 6 hereto, or a parent guaranty, which has been approved by CRRRA.
- 1.1.18 “Hazardous Waste” means waste which is defined or listed as a hazardous waste in the Solid Waste Disposal Act, 42 U.S.C., §6901, et seq., as amended, Connecticut General Statutes (“CGS”) §22a-115, as amended, and/or any regulations, rules or policies promulgated thereunder.
- 1.1.19 “Legal Requirement” means any treaty, convention, statute, law, regulation, ordinance, Governmental Approval, injunction, judgment, order, consent decree, or other requirement of any Governmental Authority.
- 1.1.20 “Municipal Solid Waste” means all materials or substances that are delivered in the ordinary course to the Transfer Station including materials and substances that are unwanted, discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including but not limited to trash, garbage, refuse, rubbish, discarded materials from residential, commercial, municipal and industrial activities to the extent such industrial waste is generated from office or cafeteria operations or is similar in character to residential, commercial or municipal waste, but not including Hazardous Waste.
- 1.1.21 “Municipalities” means the City of Meriden and the Towns of Cheshire,

Hamden, North Haven and Wallingford, which City and Towns have designated CRRA as their agent for obtaining the Services on their behalf.

- 1.1.22 “Operations Plan” shall mean the plan prepared by Contractor and approved by CRRA that details Contractor’s framework to perform the Services under this Agreement, including but not limited to, an equipment plan, personnel plan, and a description of how the Services will be provided as set forth in Schedule 1.
- 1.1.23 “Operator” means CRRA or the contractor(s) hired by CRRA to operate the Transfer Station.
- 1.1.24 “Permits” means all permits, consents, licenses, approvals or authorizations issued by any Governmental Authority having jurisdiction over the transportation of Acceptable Waste hereunder.
- 1.1.25 “Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or Government Authority.
- 1.1.26 “Property” means the real property owned or leased by CRRA or the Town of Wallingford upon which the Transfer Station is situated.
- 1.1.27 “Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks or other receptacles containing or previously containing any Hazardous Waste.
- 1.1.28 “Service Fees” means the per Ton transportation price and the per Ton disposal price as set forth in Schedule 3.
- 1.1.29 “Services” means the services of transportation and disposal of Acceptable Waste from the Municipalities to the Designated Disposal Facility pursuant to the terms and conditions of this Agreement.
- 1.1.30 “Scope of Services” means the procedures and requirements set forth in Schedule 1 that govern the loading of Acceptable Waste into Contractor’s Trailers at the Transfer Station, the weighing of such Trailers, Contractor’s transportation of Acceptable Waste from the Transfer Station to the Designated Disposal Facility and Contractor’s disposal of Acceptable Waste at the Designated Disposal Facility.
- 1.1.31 “Ton” means a “short ton”, or 2,000 pounds.
- 1.1.32 “Trailer” means a leak proof trailer that can be loaded from the top, meets all Applicable Laws and is customarily used in the transportation industry to transport Acceptable Waste; however, “Trailer” shall also mean, and Contractor

can use, in temporary, emergency circumstances with prior notification and prior approval by CRRA or Operators, a leak proof roll-off container to transport Acceptable Waste that can be loaded from the top and meets all other specifications in this Agreement.

- 1.1.33 “Transfer Station” means the Transfer Station located on South Cherry Street, Wallingford, Connecticut.
- 1.1.34 “Transportation Price” shall have the meaning ascribed to it in Schedule 3.
- 1.1.35 “Unacceptable Waste” means any material the receipt of which will cause Contractor to be in violation of any federal, state or local law, regulation, mandate, or any applicable Permit approval, certificate or license issued by a Governmental Authority. This includes, but is not limited to, Hazardous Waste, Radioactive Waste as defined in 42 USC § 2011 et seq., sludge, seepage, liquid wastes, commercial quantities of asbestos, industrial waste, unprocessed tires, contained gaseous material, discarded automobiles, contaminated soils, medical waste and propane tanks and other explosive type materials.
- 1.1.36 “Uncontrollable Circumstance” means any of the following acts, events or conditions that have had, or may reasonably be expected to have, a material adverse effect on the rights or the obligations of either party under this Agreement, or a material adverse effect on the operation or use of the Transfer Stations, if such act, event or condition is beyond the reasonable control of CRRA or Contractor, respectively, and not the result of willful or negligent action or a lack of reasonable diligence, of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement and is the proximate cause of such failure to perform or comply: an act of God, epidemic, landslide, lightning, earthquake, hurricane, fire, explosion, catastrophic storm, flood or similar occurrence, an act of war, terrorism, blockade, insurrection, riot, civil disturbance or similar occurrence.

1.2 Construction

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;

- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles”, and the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles which are generally accepted at the date or time of such computation;
- (e) The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Subsection;
- (f) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof may be amended, modified or waived from time to time; and
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms or provisions of this Agreement.

2. COVENANTS AND REPRESENTATIONS

2.1 Covenants and Representations of Contractor

Contractor represents, warrants and covenants to CRRA that **[language will be adjusted if Contractor is a public entity]**:

- (a) Contractor is duly organized and validly existing in good standing in the jurisdiction of its incorporation and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable Contractor to perform its obligations under the terms of this Agreement. No Act of Bankruptcy has been commenced by or against Contractor or, if applicable, Guarantor.
- (b) Contractor has full power, authority and legal right to enter into and perform its obligations hereunder, and the execution and delivery of this Agreement by Contractor, and the performance of all its obligations under this Agreement have been authorized by all required actions of Contractor, all as required by the charter, by-laws and applicable laws that regulate the conduct of Contractor’s affairs.
- (c) The execution and delivery of this Agreement by Contractor and the performance of all its obligations set forth herein do not conflict with and will not, nor with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of Contractor or any

agreement, indenture, mortgage, trust, contract, permit or instrument to which Contractor is a party or by which Contractor is bound.

- (d) This Agreement has been duly executed and delivered by Contractor and, as of the date hereof, constitutes a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.
- (e) Contractor is not currently in breach of or in default under any Applicable Laws that would materially adversely affect Contractor's ability to perform the Services hereunder, and Contractor has obtained all required Permits, approvals, and registrations necessary to transport and dispose of Acceptable Waste.
- (f) The Designated Disposal Facility is in compliance with all Applicable Laws that pertain to the ownership, design, construction and continued operation of such Designated Disposal Facility.
- (g) There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority pending or threatened against Contractor or, if applicable, Guarantor from which an unfavorable decision, ruling or finding would materially and adversely affect or enjoin the performance by Contractor of its obligations to perform the Services hereunder or the other transactions contemplated hereby, or that in any way would materially adversely affect the validity or enforceability of this Agreement, Contractor's or, if applicable, Guarantor's financial condition, or any other agreement or instrument entered into by Contractor in connection with the transaction contemplated hereby.
- (h) Contractor is capable of and shall diligently (1) defend itself against any and all actions and causes of action pending (or threatened) against it that would, irrespective of the merits thereof, materially adversely affect the ability of Contractor to perform the Services and its obligations and observe its covenants and representations hereunder, and (2) prosecute any and all claims, which if waived or permitted to lapse, would materially adversely affect the ability of Contractor to perform the Services and its obligations and observe its covenants and representations hereunder; provided, however, that Contractor shall provide to CRRA notice of all such actions, causes of action and claims within seven (7) days of Contractor's receipt or filing thereof, as the case may be.
- (i) Contractor represents that it has, by careful examination, satisfied itself as to the nature, scope, and location of the Services to be performed under this Agreement; the character, quality, and quantity of the materials to be encountered; the character, quality, and quantity of equipment, materials, and facilities needed preliminarily and throughout Contractor's performance of the

Services; the general and local conditions; the availability of labor and materials; the Applicable Laws relating to Contractor's performance of the Services under this Agreement; and other matters which may affect Contractor's performance of the services under this Agreement. Having made such examinations essential to an understanding of the Services and the difficulties which may be encountered, Contractor represents that it has the necessary skill and expertise to accomplish the Services under this Agreement.

- (j) Contractor either has full ownership of the Designated Disposal Facility or has enforceable rights to use the Designated Disposal Facility, including any rights that may exist under a lease or other operational agreement with the owner (the "Designated Disposal Facility Operator"), for the continued use of the Designated Disposal Facility through the term of this Agreement. As the owner or Designated Disposal Facility Operator or both, Contractor has full Governmental Approval and Permits for the lawful operation of the Designated Disposal Facility and shall continue to maintain such Governmental Approvals and Permits through the term of this Agreement. Contractor agrees not to (1) sell, assign or otherwise transfer ownership or its enforceable rights to use the Designated Disposal Facility without the prior written consent of CRRA or (2) to sell, assign or otherwise transfer or modify the operation, management or control of the Designated Disposal Facility without the prior written consent of CRRA.
- (k) The Designated Disposal Facility has sufficient capacity for the disposal of Acceptable Waste under this Agreement and Contractor shall, during the term of this Agreement, maintain sufficient capacity at the Designated Disposal Facility for all Acceptable Waste transported and delivered under this Agreement.
- (l) Contractor either has full ownership of the vehicles and Trailers or has enforceable rights to use the vehicles and Trailers, including any rights that may exist under a lease or other operational agreement with the owner (the "Designated Transportation Operator"), for the continued use of the vehicles and Trailers through the term of this Agreement. As the owner or Designated Transportation Operator or both, Contractor has full Governmental Approval and Permits for the lawful operation of the vehicles and Trailers and shall continue to maintain such Governmental Approvals and Permits through the term of this Agreement. Contractor agrees not to (1) sell, assign or otherwise transfer ownership or its enforceable rights to use the vehicles or Trailers without the prior written consent of CRRA or (2) to sell, assign or otherwise transfer or modify the operation, management or control of the vehicles or Trailers without the prior written consent of CRRA.
- (m) Contractor has all permits, approvals and licenses issued by any Governmental Authority that are necessary or required to haul, transport, ship and store, if applicable, Acceptable Waste. Contractor shall provide all such documents

evidencing that such permits, approvals and licenses have been obtained and that Contractor is in good standing upon CRRA's request.

- (n) During the term of this Agreement, Contractor shall, or cause others to, own, operate and maintain, at all times, the equipment necessary to perform the Services under this Agreement and the Designated Disposal Facility in compliance with all Applicable Laws and shall take all actions necessary to maintain all permits, licenses and approvals necessary to perform the Services under this Agreement, including, without limitation, for the lawful ownership, operation and maintenance of the Designated Disposal Facility. In addition, if during the term of this Agreement, additional Permits are required or compliance with additional governmental requirements is required in order to perform the Services under this Agreement, including, without limitation, to utilize the Designated Disposal Facility in the manner contemplated by the terms of this Agreement, Contractor shall apply for and obtain such additional Permits or comply with such additional requirements on a timely basis or initiate legal proceedings to contest such additional Permits or requirements. If Contractor fails to obtain such necessary permits due to its own actions, CRRA shall have the right, upon notice to Contractor, to make alternative arrangements for the transportation and disposal of Acceptable Waste and Contractor shall reimburse CRRA for all costs incurred in making such alternative arrangements within thirty days of receiving such invoice from CRRA.
- (o) Contractor shall provide, or cause CRRA to be provided, with notice of the revocation of any Permits, the denial of any subsequently required Permits, or if the Designated Disposal Facility does not meet all requirements of Applicable Law, within forty-eight (48) hours of Contractor's receipt thereof. In addition, Contractor shall provide, or cause CRRA to be provided, with true, correct and complete copies of any written or unwritten notice or knowledge of substantial non-compliance issued by any Governmental Authority, within three (3) days of Contractor's receipt thereof.
- (p) The Designated Disposal Facility is permitted by any applicable Governmental Authority to accept Acceptable Waste. Contractor shall provide copies of all such permits, licenses or approvals and evidence that Contractor is in good standing upon CRRA's request.
- (q) The Designated Disposal Facility is not in the National Priorities List, CERCLIS or any similar list established or maintained by any state Governmental Authority nor has the owner or the operator been notified that the Designated Disposal Facility is subject to investigation for inclusion on any such list by any applicable Governmental Authority;
- (r) The motor vehicles Contractor utilized for the Services under this Agreement are not and will not be in violation of any Connecticut Department of Motor Vehicles or Federal Motor Carrier Safety Administration safety regulations.

2.2 Covenants and Representations of CRRA

CRRA represents, warrants and covenants to Contractor that:

- (a) CRRA is duly organized and validly existing in good standing under the laws of the State of Connecticut and is duly qualified and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.
- (b) The execution, delivery and performance of this Agreement by CRRA
 - (1) Has been duly authorized by the governing body of CRRA,
 - (2) Does not require any consent, approval or referendum of voters, and
 - (3) Will not violate any judgment, order, law or regulation applicable to CRRA or any provisions of CRRA's charter, by-laws or resolutions.
- (c) The execution and delivery of this Agreement by CRRA, and the performance of all its obligations set forth herein do not conflict with, and will not, nor with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, by-laws or resolutions of CRRA or any agreement, indenture, mortgage, trust, contract, permit or instrument to which CRRA is a party or by which CRRA is bound. This Agreement has been duly executed and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of CRRA, enforceable against CRRA in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.
- (d) To the knowledge of CRRA, there is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Authority, pending or, to the knowledge of CRRA, threatened against CRRA that in any way would materially and adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by CRRA in connection with the transaction contemplated hereby.
- (e) Although Contractor is solely responsible for obtaining all Permits required to effectuate the performance of its obligations under this Agreement, CRRA shall cooperate with Contractor in all reasonable respects, with no cost or liability to CRRA, to procure and maintain any Permits that shall be necessary for Contractor to perform its obligations under the terms of this Agreement.

2.3 Additional Covenants and Representations of Contractor

In addition to the covenants, warranties and representations in Section 2.1, Contractor represents, warrants and covenants to CRRA that:

- (a) Contractor shall provide CRRA with immediate notice of any violations, citations, suits, regulatory proceedings, or prosecutions, received by or commenced against the Contractor, its employees, or its authorized subcontractors in connection with the performance of the Services.
- (b) Contractor shall provide CRRA with immediate notice of any notices of violations, orders, warnings, letters of noncompliance from any Governmental Authority, violations, citations, suits, regulatory proceedings, claims, or prosecutions, received by or commenced against the Contractor, its employees, or its authorized subcontractors in connection with the ownership and operation of the Designated Disposal Facility or with Contractor's transportation services.
- (c) Contractor shall provide CRRA with immediate notice of any motor vehicle accidents in which the Contractor, its employees, or its authorized subcontractors are involved in the performance of the Services.
- (d) Contractor shall cause, and shall cause any authorized subcontractors to cause, to comply with Applicable Laws governing drug and alcohol testing of its employee drivers.
- (e) Contractor shall cause, and shall cause any authorized subcontractors to cause, all of its vehicles used to provide Services under this Agreement to comply with all Applicable Laws and to perform safety and maintenance inspections to ensure that all vehicles are safe to operate and maintained in good working order, including frequent inspections of brakes and equipment necessary to safely secure Trailers to vehicles. Contractor shall maintain accurate records of such inspections. No vehicle that is not thoroughly maintained in good working order shall be used for Services provided under this Agreement. CRRA shall have the right, but is not required, to review all inspection reports upon request.
- (f) Contractor shall be responsible for the prompt payment of any and all fines, penalties, or other monetary violations associated with the Services provided under this Agreement.
- (g) Each motor vehicle utilized for this Agreement shall be in full compliance with all the terms and conditions of all provisions of the *Connecticut General Statutes* and regulations, or those of the jurisdiction where the motor vehicle is registered, as they may be amended, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by provisions of *CGS §14-163c(a)* and all applicable provisions of the Federal Motor Carrier Safety Regulations as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

- (h) Each individual who uses or operates a motor vehicle at any time in the performance of this Agreement shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. The license shall be in valid status, and shall not be expired, suspended or revoked by the Connecticut Department of Motor Vehicles or other applicable jurisdiction for any reason or any cause.
- (i) Each motor vehicle used in the performance of this Agreement is duly registered with the Connecticut Department of Motor Vehicles in accordance with all applicable *Connecticut General Statutes*. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by the Connecticut Department of Motor Vehicles for any reason or cause. If such motor vehicles are not registered with the Connecticut Department of Motor Vehicles, then it shall be duly registered with another state or commonwealth in accordance with such state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such state or commonwealth for any reason or cause.
- (j) Contractor represents and warrants that it is aware of and understands the hazards which are presented to persons, property, and the environment in the performing of transportation and disposal of Acceptable Waste as described in this Agreement.

3. SERVICES

3.1 Scope

3.1.1 General

Upon the Commencement Date, Contractor shall furnish all labor, administrative services, materials, fuel, supplies, tools, equipment, parts, facilities and any other property necessary to perform the Services in accordance with this Agreement and shall be compensated therefore pursuant to the provisions in Section 3.1. Contractor shall provide all personnel necessary to properly perform the Services. All Contractor personnel shall be properly trained, over the age of eighteen (18) and equipped with the requisite safety equipment and licensed to perform the assigned Services. All personnel used by Contractor shall be competent and skilled in the performance of the duties to which they are assigned and shall comply with all Applicable Laws and Permits and with all rules and regulations of the Transfer Station including, but not limited to, CRRA's and Operator's safety procedures at the Transfer Station.

3.1.2 Commencement of Services

Contractor shall commence performing the Services in accordance with the terms of this Agreement on the Commencement Date.

3.1.3 Acceptable Waste Provided by CRRA

In accordance with the terms and conditions of this Agreement, CRRA shall make available to Contractor for transportation and disposal Acceptable Waste from the Municipalities and Contractor shall transport and dispose of Acceptable Waste at the Designated Disposal Facility. Contractor guarantees sufficient space at the Designated Disposal Facility to dispose of Acceptable Waste for the term of this Agreement.

3.1.4 Access to Transfer Station; Conditions

CRRA hereby grants to Contractor, during the Transfer Station's normal hours of operation as provided in the Operations Plan, or any other hours as may be approved by a CRRA employee or agent, access to only those areas of the Transfer Station necessary for Contractor to perform its obligations under this Agreement, provided that:

- (a) Contractor shall not interfere with any other operations being conducted at the Transfer Station by either CRRA, the Municipalities, the Operator or any other person or entity; and
- (b) Contractor is in compliance with all of the terms and conditions of this Agreement.

If Contractor fails to comply with any of the foregoing conditions of access, CRRA shall provide Contractor with written notice of such failure and Contractor shall have thirty (30) days from the date of such notice to cure such failure. Notwithstanding the foregoing, in the event that any failure by Contractor to comply with any of the foregoing conditions of access causes an emergency situation that either interferes with any of the operations being conducted at the Transfer Station by either CRRA, Operator or any other person or entity (other than an interruption in the continuous loading and transport of Acceptable Waste by Contractor hereunder) or presents a safety or security hazard to the Transfer Station or to any personnel of CRRA or Operator working at the Transfer Station, then CRRA shall immediately notify Contractor of such failure and emergency situation, and upon Contractor's receipt of such notice Contractor shall take immediate action to cure such failure. If Contractor does not immediately cure such failure, then CRRA shall have the right, without any obligation to do so, to immediately cure such failure causing such emergency situation, and Contractor shall reimburse CRRA for any and all reasonable costs and expenses incurred by CRRA in taking such curative action. If, within the foregoing thirty (30) day cure period: (i) Contractor does not cure such failure, (ii) Contractor does not reimburse CRRA in full for any and all

reasonable costs and expenses incurred by CRRA in taking any curative action, or (iii) CRRA, by taking any curative action, is unable to cure such failure, then such failure shall constitute a Contractor default hereunder and CRRA shall have the right to revoke the access granted to Contractor herein and to terminate this Agreement in accordance with Section 9.2 herein. Any payment obligations of Contractor under this Section 3.1.4 shall survive the termination of this Agreement.

3.1.5 Storage of Trailers

CRRA covenants and agrees that, during the term of this Agreement, it shall provide sufficient space at the Transfer Station for the storage by Contractor of Trailers, which shall conform to the requirements of the Transfer Station.

3.1.6 Direction of Services

CRRA may, where deemed reasonably necessary by CRRA, provide Contractor with instructions, guidance and directions in connection with Contractor's performance of the Services hereunder, and Contractor shall strictly and promptly comply with such instructions, guidance and directions.

3.1.7 CRRA's Inspection Rights

CRRA shall have the right at all times during Contractor's performance of Services to inspect and observe Contractor's performance of the Services hereunder.

3.1.8 Contractor Cooperation

Contractor shall perform all the Services in cooperation with CRRA and all CRRA contractors and/or agents. Such cooperation shall include, but not be limited to, routine reporting, and communications with CRRA and other parties. Such cooperation shall also involve scheduling of staff and Services hereunder, without limitation. Under no circumstances shall Contractor speak to or otherwise communicate with the press or any other media regarding its performance of Services under this Agreement. Contractor shall direct all inquiries from the press or any other media to CRRA.

3.1.9 Performance of Services

Contractor shall perform and complete the Services hereunder in accordance with:

- (a) All instructions, guidance and directions deemed reasonably necessary by CRRA to Contractor;
- (b) The terms and conditions of this Agreement, including all exhibits and attachments hereto;

- (c) Good industry standards applicable to Contractor and its performance of the Services hereunder;
- (d) The highest level of professionalism, courtesy, and customer service both in its performance of the Services and in its interaction with CRRA's customers hereunder, including but not limited to, minimizing any interference or interruption with CRRA customers; and
- (e) All Applicable Laws, including but not limited to, any successor or additional federal, state and local laws, rules or regulations that may be promulgated by any governmental authority having jurisdiction over the CRRA, the Designated Disposal Facility, or Services.

Items (a) through (e) above are hereinafter collectively referred to as the "Standards".

Contractor shall perform the Services such that all Acceptable Waste is transported in a manner that will maximize the economic benefit to CRRA and the Transfer Station.

3.2 Transportation and Disposal Services

3.2.1 General

Contractor shall transport all Acceptable Waste from the Transfer Station to the Designated Disposal Facility and shall dispose of all Acceptable Waste at the Designated Disposal Facility, which is permitted and licensed to accept such Acceptable Waste pursuant to, but not limited to, the Scope Of Services and the Operations Plan.

3.2.2 Equipment [This section will have to be adjusted if Contractor will use railways for transportation. Parties will agree to equipment terms at time such Proposal, if any, is accepted.]

Contractor shall own, lease or otherwise provide sufficient equipment, including, without limitation, transport vehicles and Trailers, to perform the Services hereunder. Contractor must adhere to and perform in accordance with its Operations Plan. All trucks and Trailers used by Contractor in the performance of the Services hereunder shall comply with all Applicable Laws, including but not limited to Environmental Laws, governing the transportation and disposal of Acceptable Waste hereunder, and all such trucks and Trailers shall be leak proof and covered throughout the entire trip from the Transfer Station to the Designated Disposal Facility. Trailers must be capable of being top loaded. Trailers are to be provided with automatically activated and controlled tarp covers. The tarp covers shall enclose the entire length and width of the body of the Trailer and shall ensure that no Acceptable Waste or particulate matter, residue or dust emanates from or under the cover. In order to ensure no spillage, the tarp covers shall be placed on the

Trailers immediately after the Trailers are loaded with Acceptable Waste at the Transfer Station by the Operator. All drivers employed by Contractor shall insure that there is no Acceptable Waste on the truck frame, body or cab prior to leaving the Acceptable Waste reception and load-out area at the Transfer Stations and shall insure that Trailers are properly sealed and covered prior to departure from the Transfer Stations. Contractor shall maintain all vehicles used in the performance of the Services in good condition and working order. CRRA shall have the right to refuse admittance to or exit from the Transfer Station of any vehicle that in its discretion is not so maintained. All vehicles shall have Contractor's name painted on the outside of each vehicle in letters at least six (6") inches high or bear such other means of identification as may be acceptable to CRRA and Operator. Any vehicle, Trailer or other equipment that requires maintenance or repair shall be removed from the Transfer Station promptly by Contractor at its sole cost and expense and shall be maintained and repaired in accordance with manufacturer's specifications. No refueling shall be permitted at the Transfer Station.

3.2.3 Operations

- (a) CRRA shall cause Operator to load all Acceptable Waste into Contractor's Trailers at the Acceptable Waste Loading Area. All loading of Acceptable Waste shall be done in accordance with the Operations Plan and the Permits. Contractor shall fully cooperate and comply with the instructions of CRRA, CRRA's agents and Operators in its performance of the Services under this Agreement including, but not limited to, coordinating and scheduling the loading of Contractor's Trailers at the Acceptable Waste Loading Areas. Contractor covenants and agrees that it shall, at all times during the term of this Agreement, provide an adequate number of Trailers so as to insure that no interruption of each Transfer Station's Acceptable Waste loading operations occurs during the term of this Agreement.
- (b) Contractor shall transport Acceptable Waste from the Transfer Station at such times and in the manner set forth in the Operations Plan and the Permits. After the Trailers are loaded with Acceptable Waste at the Transfer Stations and covered by Operator with the trailer covers, Contractor shall not remove or add any Acceptable Waste or other materials from the Trailers from the time the Trailers are driven away from the Transfer Stations until the load is delivered to the Designated Disposal Facility. Contractor shall have a continuing obligation to protect against spillage or leakage of Acceptable Waste from its Trailers at all times after Acceptable Waste is loaded into the Trailers and covered by Operator, removed from the Transfer Stations, and transported and delivered to the Designated Disposal Facility.
- (c) Each of Contractor's incoming empty Trailers, and each of Contractor's outgoing Trailers loaded with Acceptable Waste, shall be weighed at the Transfer Station's scale. The amount of Acceptable Waste provided to Contractor shall be determined by certified scales at the Transfer Station. The

scale will be operated and maintained by the Transfer Station Operator and shall at least annually be certified as accurate in accordance with the standards set by Applicable Laws. CRRA shall cause Operator to provide Contractor's drivers with weight tickets from the certified scale at the Transfer Station for all Acceptable Waste provided to Contractor. Contractor may have its representatives present at each Transfer Station at any time to observe and verify the accuracy of the weighing of Acceptable Waste in accordance with the provisions of this subsection (c). During any period when there are no certified scales in operation at a Transfer Station, CRRA will require Contractor to perform off-site weighing of Acceptable Waste loads at a certified scale designated by CRRA.

- (d) Contractor shall implement the Operations Plan and shall provide notice to the Operator and CRRA of any difficulties in such implementation. The parties shall cooperate in making temporary or permanent modifications to the Operations Plan which do not impair or hinder the operations of the Transfer Station or increase the costs of the Operator, CRRA or Contractor.
- (e) Contractor shall be fully responsible for the clean-up of any Acceptable Waste that is spilled during the transportation and disposal of the Acceptable Waste on any public or private road, railway or property. Contractor must act immediately, diligently and with all due dispatch to respond to the spill and to initiate clean-up activities in accordance with all Applicable Laws, and Contractor shall indemnify CRRA and the Municipalities for and hold CRRA and the Municipalities harmless against any and all claims or damages arising from or in connection with any such spill or clean-up activities. If clean-up of a spill is not initiated with all due haste by Contractor, CRRA, at its option but without any obligation to do so, may perform any clean-up not performed by Contractor and may deduct from any amount otherwise due to Contractor hereunder the costs incurred by CRRA in connection with any such clean-up.
- (f) Contractor shall sweep clean the floor and sides of each and every Acceptable Waste hauling vehicle with a stiff bristle push broom immediately after each delivery of Acceptable Waste, depositing the Acceptable Waste generated from the sweeping activity in the Designated Disposal Facility. The sweeping activity shall be conducted until the sides and floor of the Acceptable Waste hauling portion of the vehicle is appear visually "broom clean." In the event that the waste hauling vehicle will not be used to transport, or "back haul", another material or commodity, but instead will be used solely to transport Acceptable Waste on a dedicated basis from the Transfer Stations to the Designated Disposal Facility, broom cleaning of the hauling vehicle is not required.
- (g) Contractor shall be responsible at its sole cost and expense for the repair and replacement of the Transfer Station's equipment and structures damaged as a result of Contractor's negligence.

3.2.4 Testing of Waste

CRRA shall use commercially reasonable efforts to insure that all solid waste it provides for transportation and disposal to Contractor constitutes Acceptable Waste. In order to confirm that waste in the Trailers is Acceptable Waste, Contractor shall have the right to inspect Trailers and test waste at the Transfer Station before transporting. The cost of any test shall be borne by Contractor.

In the event that Contractor discovers Unacceptable Waste in any load, Contractor shall attempt to segregate such Unacceptable Waste from the load and remove the Unacceptable Waste (if permitted to do so under Applicable Law). If the amount or type of Unacceptable Waste in a load is impractical to segregate from the Acceptable Waste, Contractor may reject the entire load prior to transporting the load from the Transfer Station and the storage, transportation and disposal of such waste shall be the responsibility of CRRA.

3.2.5 Title to Acceptable Waste

Title to Acceptable Waste shall pass to Contractor upon picking up the Trailer at the Transfer Station for transportation to the Designated Disposal Facility, whether or not Contractor elects to test such waste for acceptability. At no time shall title to Acceptable Waste revert back to CRRA after title passes to Contractor, regardless of any Change in Law.

3.2.6 Method of Transportation of Acceptable Waste

Contractor shall transport all Acceptable Waste hereunder, along the routes designated in the Operations Plan, to the Designated Disposal Facility for the entire term of this Agreement. Designated routes within the Town of Wallingford where the Transfer Station is located or such routes as may be reasonably required by CRRA, may be altered by CRRA upon notice to Contractor.

3.2.7 Change in Transportation Services

In the event that CRRA determines during the term of this Agreement that any revisions, modifications or changes to the transportation and disposal services, as set forth in Section 3.2 herein, are necessary, then pursuant to CRRA's request Contractor shall promptly commence and perform the work required for such revisions, modifications or changes, which work shall be performed by Contractor unless otherwise agreed to in writing by CRRA and Contractor. If any adjustment(s) to the Service Fees set forth in Schedule 3 is required, CRRA and Contractor shall mutually agree in writing on the amount of such adjustment(s) provided that the values for the existing services, to the extent applicable, shall be used to determine the appropriate increase or decrease for such adjustments. Contractor shall promptly commence and perform any work required by such revisions, modifications or changes even if CRRA and Contractor cannot agree on the amount of such adjustment(s).

3.3 Disposal Services

3.3.1 General

Contractor shall accept and dispose of all Acceptable Waste at the Designated Disposal Facility only, unless otherwise agreed to by CRRA in writing in advance.

3.3.2 Delivery Confirmation

At the Designated Disposal Facility, Contractor shall obtain a receipt showing that the load has been delivered. All Acceptable Waste shall be weighed at the Designated Disposal Facility and Contractor shall obtain a weight ticket showing the amount of Acceptable Waste delivered. All shipping documents and delivery receipts, including load weights for such loads, shall be delivered to CRRA. All scales used at the Designated Disposal Facility shall at least annually be certified as accurate in accordance with the standards set by Applicable Laws.

In the event that the weight ticket issued by the Designated Disposal Facility for any given load reflects an amount that is materially more or less than the amount shown on the weight ticket issued by CRRA at the Transfer Station for such load, then the parties agree to promptly and diligently investigate the reasons for such material difference and to cooperate with each other in such investigation. Any costs associated with re-weighing the Acceptable Waste at the Designated Disposal Facility shall be borne by Contractor. In the event that Acceptable Waste was unloaded from a Trailer prior to disposal at the Designated Disposal Facility, or any materials were added to the Acceptable Waste, then Contractor shall be deemed to be in default of this Agreement under Section 9.2 hereof. For the purposes of this Section 3.3.2, the term "material" shall mean an amount on the weight ticket issued by the Designated Disposal Facility that is one (1%) percent more or less than the amount shown on the weight ticket issued by CRRA.

3.3.3 Notice of Change

Contractor shall immediately provide CRRA with written notice of any change or changes in the Designated Disposal Facility or the operations thereof. Contractor shall immediately notify CRRA upon receipt of any notice, claim, letter of non-compliance, potential violation or suit or proceeding received from any Governmental Authority, adjacent property owner, citizen suit, third party or any Person relating to the Designated Disposal Facility.

3.3.4 Inspection Rights

- (a) CRRA may, at its option and upon reasonable notice and during normal operating hours, inspect the condition of and manner of operation at the Designated Disposal Facility, and review Permits, permit applications and operating plans for the Designated Disposal Facility. Contractor acknowledges that CRRA shall have no obligation to conduct such

inspections and reviews, and that CRRA's failure to do so shall in no event constitute a waiver of Contractor's responsibility to comply with all Applicable Laws.

- (b) In the event that CRRA, in the course of its inspection and review conducted under 3.3.4(a), discovers any violation by Contractor or any of its employees, subcontractors, or agents of any provision in this Agreement or any Applicable Laws, CRRA shall first provide Contractor with immediate notice of such violation and Contractor shall be wholly responsible for making any other required notifications pursuant to Applicable Law, including to Governmental Authorities. Contractor shall have the opportunity to cure such violation in accordance with Applicable Laws and the terms of Section 9.2 hereof.

4. SERVICE FEES AND PAYMENTS

4.1 Service Fee

From and after the Commencement Date, the Service Fee shall compensate the Contractor for all Services provided under this Agreement, including but not limited to the cost of all labor, equipment, utilities, fuel, chemicals, materials, supplies, insurances and financial security instruments, permits and authorizations, and third-party services and equipment.

The Service Fee shall be based on the Transportation Price, Disposal Price and Fuel Surcharge calculation as set forth in Schedule 3 of this Agreement. Adjustment for Unforeseen Circumstances shall be made as prescribed by this Agreement.

Pursuant to *CGS* §12-412 (88), the provision of Services under this Agreement is exempt from the payment of sales and use tax under *CGS* §22a-270, and the Transportation Prices and Disposal Prices provided for in this Agreement do not include any such tax.

4.2 Fuel Surcharge Adjustment

Transportation Prices for truck transportation shall be subject to a monthly Fuel Surcharge. For every ten-cent (\$0.10) increase or decrease in the average price per gallon of diesel fuel The per Ton Transportation Price shall be increased or decreased by the amount prescribed in Schedule 1, Fuel Surcharge for Truck Transportation Table. Calculations shall be effective as of the first day of each month. The United States Bureau of Labor Statistics Average Price Data, Series ID: APU010074717, Northeast Urban, Automotive Diesel Fuel shall be used as the basis for the determination of average per gallon diesel prices that will be applied to calculate the adjustment.

4.3 Billing and Payment

On or before the twentieth (20th) day of each month, Contractor shall issue to CRRA an itemized invoice for the charges due Contractor for all Acceptable Waste transported and disposed of by Contractor hereunder the immediately preceding month, which invoice shall include, at a minimum, the following information:

- (a) Billing period;
- (b) For each load of Acceptable Waste:
 - (1) The date of transportation,
 - (2) Truck number,
 - (3) Tonnage amount,
 - (4) The weight ticket number issued by the Transfer Station for such load,
 - (5) A copy of the weight ticket issued by the Designated Disposal Facility for such load; and
- (c) The amount(s) of the applicable per Ton Service Fee due.

The Acceptable Waste tonnage set forth on all invoices to be prepared and submitted by Contractor hereunder shall be based upon weight tickets issued by the Operator or the operator of another scale approved by CRRA. Except as otherwise set forth herein, all of Contractor's invoices submitted under this Agreement shall be paid by CRRA not later than forty-five (45) days from the date of CRRA's receipt thereof. Invoices shall be payable at the address specified for Contractor herein or at such other address as Contractor may specify pursuant to Section 10.3.

4.4 Invoice Disputes

In the event that CRRA disputes any amounts billed by the Contractor, CRRA may either (a) pay the disputed amount when otherwise due and provide the Contractor with a written statement indicating the amount that is being disputed, providing all reasons known to CRRA for its objection to or disagreement with such amount, or (b) withhold payment of the disputed amount and provide the Contractor with written objection as aforesaid within the time when such amount would otherwise have been payable. When any billing dispute is finally resolved, if payment by CRRA to the Contractor of amounts withheld by CRRA or amounts paid under protest is required, such payment shall be made within 45 days of the date of resolution.

5. INDEMNIFICATION

5.1 General Indemnity

Contractor shall at all times protect, defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees and the Municipalities from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including, but not limited to, attorneys' fees) arising out of injuries to the person (including death), damage to property or other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents or employees, or the Municipalities or (b) Contractor or any of its directors, officers, employees, agents or subcontractors, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, employees, agents or subcontractors. Contractor further undertakes to reimburse CRRA and the Municipalities for damage to property of CRRA and the Municipalities caused by Contractor or any of its directors, officers, employees, agents or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Contractor's obligations under this Section 5 shall survive the termination or expiration of this Agreement.

Contractor shall be liable for, and indemnify CRRA and the Municipalities for, any environmental contamination or violations of any Environmental Laws caused by or resulting from the performance of the Services provided for in this Agreement by Contractor or its agents.

5.2 Contribution and Waiver

Contractor shall also indemnify, defend and hold harmless, and hereby waives any claim for contribution against CRRA and/or any of its directors, officers, agents and employees and/or the Municipalities, for any Environmental Claim arising in whole or in part from the performance under this Agreement by Contractor, or any of its directors, officers, agents, employees, subcontractors, representatives or partners, irrespective of whether such performance is negligent or willful or breaches any term or provision of this Agreement.

5.3 Scope

For purposes of Subsections 5.1 and 5.2 above,

The term Contractor shall mean and include Contractor, and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners,

The term CRRA shall mean and include CRRA and/or any of its directors, officers, employees, agents, subcontractors, representatives or partners.

5.4 Survival

The indemnities contained in this Section 5 of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

6. INSURANCE

6.1 Required Insurance

At all times during the term of this Agreement, Contractor shall, at its sole cost and expense, procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder performed by the Contractor, its agents, employees or subcontractors and specifically identified in Subsection 6.1.2.

6.1.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (a) Commercial General Liability insurance as specified by Insurance Services Office (occurrence, CG 0001).
- (b) Automobile Liability insurance as specified by Insurance Services Office, form number CA 0001, Symbol 1 (any auto) and with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" as defined in exclusion 11 of the commercial auto policy are identified.
- (c) Workers Compensation insurance as required by the state in which work is being done and Employers Liability insurance.
- (d) Pollution Legal Liability

The Contractor must furnish a certificate of insurance for Pollution Legal Liability with coverage for:

- (1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- (2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; and

- (3) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages

for losses that arise from the insured facility (the Designated Disposal Facility).

Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

6.1.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- (a) General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or another equivalent coverage form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services provided under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, \$5,000,000 if "pollutants", as defined in CA 0001 exclusion 11, are identified.
- (c) Workers' compensation: Statutory limits.
- (d) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- (e) Pollution Legal Liability: \$5,000,000 per loss/\$10,000,000 annual aggregate.

6.2 Certificates

Within five (5) days after CRRA issues the Notice Of Award, and prior to commencement of the Services, Contractor shall submit to CRRA a certificate or certificates for each required insurance referenced in Section 6.1 above certifying that such insurance is in full force and effect and setting forth the information required by Section 6.3 below. Additionally, Contractor shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each required insurance set forth in Section 6.1 above, a certificate or certificates containing the information required by Section 6.3 below and certifying that such insurance has been renewed and remains in full force and effect.

6.3 Specific Requirements

All policies are to contain, or be endorsed to contain, the following provisions:

- (a) CRRA, its subsidiaries, officials and employees and Municipalities are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to CRRA, its subsidiaries, officials and employees and the Municipalities.
- (b) The policies shall include a standard severability of interest clause.
- (c) The policies shall contain a waiver of subrogation holding CRRA and the Municipalities free and harmless from all subrogation rights of the insurer.
- (d) For any claims related to the Services provided under this Agreement, the Contractor's and any subcontractor's insurance coverage shall be primary insurance as respects CRRA, its subsidiaries, officials and employees and the Municipalities. No contributions are permitted from any insurance or self-insurance maintained by CRRA, its subsidiaries, officials and employees and/or the Municipalities, their.
- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) Each insurance policy required by this Section 6 shall be endorsed to state that coverage shall not be suspended, voided, changed, modified, altered, non-renewed or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CRRA.
- (g) If any of the aforementioned insurance policies are written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time the Services under this Agreement are completed.

6.4 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by CRRA. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible, Contractor shall pay such deductible.

6.5 Issuing Companies

All policies for each insurance required hereunder shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A-VII or better, or otherwise deemed acceptable by CRRA in its sole discretion.

6.6 Verification of Coverage

Upon the execution of this Agreement and, at any time during the term hereof, Contractor shall furnish CRRA with copies of the original endorsements affecting the coverage required by this specification. A certificate of coverage is also required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by CRRA before work commences. As an alternative to the CRRA receiving certificates of insurance, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

6.7 Subcontractors

Contractor shall either have its subcontractors covered under the insurance required hereunder, or require such subcontractors to procure and maintain the insurance that Contractor is required to procure and maintain under this Agreement.

6.8 No Limitation on Liability

No provision of this Article 6 shall be construed or deemed to limit Contractor's obligations under this Agreement to pay damages or other costs and expenses.

6.9 Other Conditions

CRRA shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for:

- (a) The existence, non-existence, form or legal sufficiency of the insurance described on such certificate,
- (b) The solvency of any insurer, or
- (c) The payment of losses.

7. SECURITY FOR FAITHFUL PERFORMANCE

7.1 Required Security

Contractor shall procure and maintain in full force and effect, at its own cost and expense, throughout the term of this Agreement and any extension thereof, performance bond or letter

of credit (the "Performance Bond" or the "Letter Of Credit") in the amount of five million dollars (\$5,000,000.00) and such Performance Bond or Letter Of Credit shall be in and drawn on the forms set forth in Schedule 4 attached hereto and made a part hereof.

7.2 Submission Of Security

Within ten (10) days after CRRA issues the Notice of Award, Contractor shall furnish CRRA with the Performance Bond or the Letter Of Credit.

7.3 Specific Requirements – Performance Bond

If the surety on the Performance Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the surety elects not to renew the Performance Bond due to no fault of Contractor, Contractor shall immediately substitute another bond and surety, subject to the requirements set forth in this Section 7.

7.4 Specific Requirements – Letter Of Credit

The Letter Of Credit required hereunder shall be automatically renewed by Contractor on an annual basis, unless not later than ninety (90) days prior to the then current expiration date of the Letter Of Credit, Contractor notifies CRRA by registered mail that the issuer of the Letter Of Credit elects not to renew such Letter Of Credit. If the issuer of the Letter Of Credit furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the issuer elects not to renew the Letter Of Credit due to no fault of Contractor, Contractor shall immediately substitute another letter of credit (or bond) and surety, subject to the requirements set forth in this Section 7.

7.5 Failure To Maintain The Security

Failure to maintain or renew the Performance Bond or the Letter Of Credit under the aforesaid terms shall constitute a default by Contractor under Section 9.2 of this Agreement.

7.6 Exercise Of Rights And Remedies

In the event Contractor fails to perform any of its obligations under this Agreement, CRRA shall have the right, in addition to all other rights and remedies available to CRRA hereunder or otherwise, to exercise any or all of CRRA's rights and remedies under the Performance Bond or the Letter Of Credit.

7.7 Issuing Companies

The Performance Bond shall be issued and executed by a surety company or companies acceptable to CRRA. The Letter Of Credit shall be issued and executed by a Connecticut Bank or by a national banking association acceptable to CRRA.

8. UNCONTROLLABLE CIRCUMSTANCES

8.1 General

In the event either party is rendered unable, wholly or in part, by an Uncontrollable Circumstance, to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such an Uncontrollable Circumstance and to the extent that such party is using its best efforts to mitigate damages caused by such Uncontrollable Circumstance and to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused by the Uncontrollable Circumstance but for no longer period. In the event that either party is unable to perform due to an Uncontrollable Circumstance for a period of ninety (90) days or more, the other party may terminate this Agreement in accordance with Section 9.2 hereof.

8.2 Notice of Uncontrollable Circumstances

Either party shall notify the other by telephone on or as soon as possible after the date of experiencing an Uncontrollable Circumstance, followed as soon as practicable by a written notice of:

- (a) The Uncontrollable Circumstance and cause(s) thereof (if known);
- (b) Its estimated duration and impact, if any, on the performance of any obligations under this Agreement;
- (c) The measures being taken to remove or mitigate the effect of such Uncontrollable Circumstance.

Additionally, such party shall provide prompt written notice to the other of the cessation or avoidance of such Uncontrollable Circumstance.

9. DEFAULT AND TERMINATION; REMEDIES

9.1 CRRA Default in Payment

In the event CRRA defaults in the payment of any sum when due hereunder, unless such default is cured within thirty (30) days after CRRA's receipt of written notice thereof from Contractor, Contractor may terminate this Agreement by written notice to CRRA of such intention.

9.2 Contractor Default

The occurrence of any of the following events shall constitute a "Contractor Default":

- (a) Contractor fails to provide constant daily Services as required by this Agreement which disrupts the continuous loading or transport and disposal of Acceptable Waste by Contractor as required hereunder;
- (b) Contractor fails to maintain its insurance as required under Section 6 of this Agreement;
- (c) Contractor fails to maintain any Permits, licenses or approvals issued by any Governmental Authority for the continued use and operation of the Designated Disposal Facility or to provide transportation services under this Agreement;
- (d) Contractor fails to perform any other obligations or covenants under this Agreement and such failure shall continue for thirty (30) days after the date Contractor receives notice from CRRA of such failure, provided that, subject to the prior approval of CRRA, in the case of any matter that is not reasonably susceptible to cure within such thirty (30) day period, such cure period may be extended for such additional time as may be reasonably necessary to complete such cure with diligence, not to exceed ninety (90) days in total, or Contractor fails to perform any such obligations or covenants more than twice within any ninety (90) day period, regardless of whether such failures are cured within any applicable notice and cure period;
- (e) Contractor breaches any representation or warranty referenced herein, including, without limitation, any representations and warranties under section 2.1;
- (f) Contractor or CRRA receives notice that the Designated Disposal Facility is placed on the National Priorities list, CERCLIS, or other similar federal or state list; or
- (g) Contractor commits an Act of Bankruptcy.

Upon the occurrence of a Contractor Default, CRRA shall have the right, but not the obligation, to

- (a) Immediately cure such failure causing such disruption, and Contractor shall reimburse CRRA for any and all actual damages, including, but not limited to, the amount by which the actual costs of transportation and disposal incurred by CRRA exceeds the Fees provided under this Agreement, attorneys fees, consultant cost and fees, surcharges or other fees and expenses incurred by CRRA in taking such curative action within thirty (30) days after the receipt by Contractor of an invoice from CRRA for such actual damages;
- (b) Terminate this Agreement by written notice to Contractor of such intention and/or pursue any and all other rights and/or remedies that CRRA may have against Contractor at law or in equity; and/or

- (c) Seek to enforce the terms and covenants contained herein through specific performance or other such equitable relief as may be decreed or ordered or injunctive relief by a court of competent jurisdiction in addition to all other rights and remedies available at law, equity, or provided for in this Agreement.

[CRRA reserves the right to include liquidated damages].

All of the rights of CRRA hereunder shall be cumulative and may be exercised singly, together, or in such combination or order as CRRA may determine from time to time in its sole discretion. The exercise of any remedy hereunder shall not prohibit the exercise of other remedies available to CRRA under this Agreement or provided by law. CRRA's delay or failure to exercise any of its rights or powers contained herein shall not impair such rights or powers or be construed as a waiver of such remedies.

Any payment obligations of Contractor under this Section 9.2 shall survive the cancellation, expiration, interruption or termination of this Agreement.

10. MISCELLANEOUS PROVISIONS

10.1 Compliance with Laws

Each party agrees that in the performance of its respective obligations hereunder, it will, and in the case of Contractor, Contractor will require its subcontractors to, qualify under, and comply with any and all Applicable Laws now in force and which may hereafter, during the term of this Agreement, be passed and become effective, applicable to it and its employees performing said obligations.

10.2 Term

The base term of this Agreement shall begin on the Commencement Date hereof and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on December 31, 2014.

At CRRA's sole and absolute discretion, CRRA shall have two (2) three-year (3) divisible renewal options to extend the term of this Agreement from January 1, 2015, through December 31, 2017 and from January 1, 2018 through December 31, 2020.

10.3 Notices

10.3.1 General

All notices, demands, requests, proposals, consents or other communications whatsoever which this Agreement contemplates, authorizes, requires or permits any party to give to the other party, except as provided in Subsection 10.3.2, shall be in writing and shall be personally delivered or sent by overnight express mail service

or registered or certified mail, return receipt requested, addressed to the respective party as specified in this Subsection 10.3.1. Any notice shall be deemed delivered on the date of personal delivery, the day after such notice is sent via overnight express mail service or, if by registered or certified mail, on the fifth (5th) business day after deposit in the mail.

Notices to Contractor shall be addressed and sent to:

Notices to CRRA shall be addressed and sent to:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: President

With a copy to:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: Director of Operations

Any party may from time to time designate an alternative address by notice to the other party given in accordance with this subsection.

10.3.2 Routine Notices

Except when expressly required by this Agreement to be in writing, routine communications and advises relating to day to day operations of the parties at the Transfer Station may be given orally or in writing, but need not be in the form of a formal written notice to be operative.

10.3.3 Emergency Notification.

Contractor shall immediately notify CRRA and Operator by telephone and telecopier facsimile of the occurrence of a property lien, spill, fire, explosion or other emergency or accident requiring notification of any governmental entity, and Contractor shall be responsible for complying with all applicable Legal Requirements concerning notification with respect to such event. Contractor shall notify CRRA immediately of the occurrence of a notice of violation or other regulatory action arising out of this Agreement. Such notification shall be made formally by written notice to CRRA indicating the nature of any action affecting

this Agreement and describing all corrective and remedial action undertaken or planned.

10.4 Corporate Guaranty

Contractor shall furnish CRRA with and maintain in full force and effect during the term of this Agreement a corporate guaranty from an entity CRRA, in its sole discretion, deems to be adequately capitalized, which guaranty shall be in the form set forth in Schedule 6. If CRRA, in its sole discretion, determines that Contractor is not sufficiently capitalized to discharge its obligations hereunder, CRRA may require Contractor to provide, in addition to the corporate guaranty, a parent guaranty from an entity CRRA, in its sole discretion, deems to be adequately capitalized. In the event Contractor fails to perform any of its obligations under this Agreement, CRRA shall have the right, in addition to all other rights and remedies available to CRRA hereunder or otherwise, to exercise any or all of CRRA's rights and remedies under this Agreement against the Guarantor.

10.5 Campaign Contribution And Solicitation Prohibitions

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Schedule 10 [SEEC Form 11].

10.6 Subcontractors

Contractor shall consult with CRRA before hiring any subcontractors to perform any Services hereunder. Contractor shall require all of its subcontractors, in writing, to abide by the terms and conditions of this Agreement, including, without limitation, compliance with all Applicable Laws. CRRA shall have the right to require any subcontractor, in writing, to make certain representations, warranties or covenants applicable to the services to be provided by such subcontractor. Moreover, the subcontracts between Contractor and such subcontractors shall specifically provide that, in the event of a default by Contractor under this Agreement, CRRA may directly enforce such subcontracts and make payments thereunder. Contractor shall provide CRRA with copies of all such subcontracts and all other contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Also the subcontracts between Contractor and its subcontractors shall specifically include CRRA as a third party beneficiary and shall provide that such subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claims, setoffs, or other rights whatsoever that they may have with or against Contractor other than through such subcontracts.

10.7 Waiver

The waiver by any party of any breach or violation of any term or condition of this Agreement shall only be valid if in writing and signed by the waiving party and shall not be deemed to be or construed as a waiver by such party of any other term or condition or of any subsequent breach or violation of the same or any other term or condition.

10.8 Assignment

This Agreement shall not be assigned or transferred by any party without the prior written consent of the other party or any such assignment or transfer shall be void.

10.9 Relationship of the Parties

Nothing in this Agreement shall be deemed to constitute any party a partner, agent or legal representative of the other party or to create any employment, agency or fiduciary relationship between the parties.

10.10 Governing Law

This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut; provided, however, that in the event of a conflict between the laws of the State of Connecticut and a permit issued by any federal, state or local governmental authority, the terms of such permit shall control.

10.11 Agent for Service

Contractor irrevocably:

- (a) Agrees that any suit, action or other legal proceeding arising out of this Agreement must be brought in the courts of record of the State of Connecticut or the courts of the United States located within the State of Connecticut;
- (b) Consents to the jurisdiction of each such court in any such suit, action or proceeding; and
- (c) Waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

During the term of this Agreement, Contractor designates The Secretary of State for the State of Connecticut, whose business address is 30 Trinity Street, Hartford, Connecticut 06106, as its agent (the "Agent") to accept and acknowledge on Contractor's behalf service of any and all process in any such suit, action or proceeding brought in any such court, and Contractor agrees and consents that any such service of process upon Agent shall be taken and held to be valid personal service upon Contractor whether or not Contractor shall then be doing, or at

any time shall have done, business within the State of Connecticut and that any such service of process shall be of the same force and validity as if service were made upon Contractor according to the laws governing the validity and requirements of such service in the State of Connecticut, and Contractor waives all claims of error by reason of service on the Agent instead of Contractor. Agent shall not have any power or authority to enter any appearance or to file any pleadings in connection with any suit, action or other legal proceeding.

10.12 Severability

In the event that any provision of this Agreement shall for any reason be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall attempt to agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

10.13 Modification

This Agreement may not be amended, modified, or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or letters by the parties or accommodations shall not create a pattern or practice or course of dealing contrary to the written terms of this agreement unless this Agreement is formally amended, modified, or supplemented.

10.14 Entirety

This Agreement supersedes all prior representations, negotiations and verbal or written communications by and between the parties hereto relating to the subject matter hereof and constitutes the entire agreement among the parties hereto in respect thereof.

10.15 Counterparts

This Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed to be an original and all such executed counterparts shall constitute but one and the same instrument.

10.16 Contracts with Third Parties

Contractor shall provide CRRA with copies of any agreements, and any modifications or revisions to any agreement, promptly upon the execution thereof (or upon the execution of this Agreement, if applicable) which Contractor has with a third party for the transportation and disposal of Acceptable Waste pursuant to this Agreement.

10.17 Non-Discrimination

Contractor agrees to the following:

- (a) Contractor agrees and warrants that in the performance of the Services for CRRA Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, including civil union status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, including civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved;
- (b) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (The “Commission”);
- (c) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers’ representative and vendor of Contractor’s commitments under Sections 4a-60 and 4a-60a of the *Connecticut General Statutes* and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) Contractor agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the *Connecticut General Statutes* and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the *Connecticut General Statutes*; and
- (e) Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Contractor as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the *Connecticut General Statutes*. If this Agreement is a public works contract, Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

10.18 Contractor's Employees

All persons employed by Contractor shall be solely subject to the direction of and responsible to Contractor and shall not be deemed to be employees of CRRA or Operator. All personnel used by Contractor shall comply with all Applicable Laws, including safety procedures of Operator at the Transfer Station to be provided to Contractor and attached hereto as **Exhibit E**.

10.19 Mechanic's Liens

Contractor shall claim no interest in the Transfer Station, the Property or any equipment, fixtures, materials or improvements of CRRA or the Municipalities located or to be located thereon, and Contractor shall not file any mechanic's liens or other liens or security interests against CRRA or any of its property of the Municipalities or any of their properties. Contractor shall defend, indemnify and hold harmless CRRA and the Municipalities against all costs associated with the filing of such liens or security interests by Contractor or its subcontractors or materialmen. Before any subcontractor or materialman of Contractor commences any services hereunder, Contractor shall deliver to CRRA an original waiver of mechanic's liens properly executed by such subcontractor or materialman. If any mechanic's lien is filed against CRRA or any of its properties or the Municipalities or any of their properties in connection with the services hereunder, Contractor shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing of such lien and, if Contractor fails to do so, CRRA and/or the Municipalities may, at its/their option and without any obligation to do so, make any payment necessary to obtain such cancellation or discharge and the cost thereof, at CRRA's and/or the Municipalities election, shall be either deducted from any payment due to Contractor hereunder or reimbursed to CRRA promptly upon demand by CRRA to Contractor.

10.20 Withholding Taxes and Other Payments

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by CRRA with respect to Contractor, nor be withheld from payment to Contractor by CRRA. No workers' compensation insurance has been or will be obtained by CRRA on account of the services to be performed hereunder by Contractor, or its employees, agents, subcontractors or materialmen. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described in this Section 10.20, and Contractor hereby agrees to indemnify and hold CRRA harmless against any and all such taxes, insurance and payments or other payments which CRRA may be required to pay in the event that Contractor's status hereunder is determined to be other than that of an independent contractor.

10.21 Compliance with Connecticut Executive Orders

In so far as permitted by law, the parties acknowledge and agree to abide by the rules and regulations promulgated under the following Executive Orders:

- (a) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Agreement may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
- (b) This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- (c) This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this Agreement, as part of the consideration hereof, agree that:
- (1) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (2);
 - (2) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous

instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

- (3) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.
- (4) The Contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Tenant shall insure and require that all employees are aware of such work rules.
- (5) The Contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (1) through (4) of this Section.

10.22 Benefit and Burden

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns, and the assignor under any assignment of this Agreement shall remain responsible for the performance of its obligations hereunder as though no assignment shall have occurred.

10.23 Forum Selection/Arbitration

Any and all claims and controversies arising out of or under this Agreement or a breach thereof shall be submitted to and resolved in Arbitration. All claims or controversies arising out of this Agreement or a breach thereof shall be settled and decided by an arbitration panel of three arbitrators in binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), as modified by the following provisions of this Paragraph:

- (a) Either CRRA or Contractor may initiate arbitration proceedings by giving notice of a dispute and a request to arbitrate to the other party and to the Regional Director of the AAA having jurisdiction in Hartford, Connecticut. Unless otherwise permitted by CRRA in writing, any arbitration proceedings must be initiated within ten (10) days of the initiating party’s knowledge of the claim, dispute or matter in question;
- (b) CRRA and Contractor shall choose an arbitrator from the list provided by the AAA within ten (10) days after arbitration proceedings were initiated and the two selected arbitrators shall jointly select a third arbitrator to complete the panel;

- (c) The costs of arbitration shall be shared equally by the parties and each party shall bear its own costs, expenses and attorneys' fees unless the arbitration panel determines that the action or defense of the losing party was frivolous, in which event the arbitration panel may order that all or a portion of the costs of arbitration of the successful party, including but not limited to reasonable attorneys' fees and other costs, be paid by the losing party;
- (d) All arbitration proceedings shall be held in Hartford, Connecticut. The arbitration panel may request any party to produce information deemed necessary by him or her for a fair determination of the issues. Each party so requested to produce information shall do so within fifteen (15) days of each such request or shall respond immediately to the request by explaining why compliance is not possible within fifteen (15) days. The arbitration panel may then order compliance and failure to comply with the order shall be deemed to be a default hereunder on the part of the non-complying party;
- (e) The determination of the arbitration panel shall be final and binding upon the parties. The determination shall be in the form of a written reasoned award, with written findings of fact, and may be entered in and specifically enforced by any court of appropriate jurisdiction. While the arbitration panel shall select the remedy for all breaches of either party's obligations under this Agreement, the arbitration panel shall not modify the remedies specifically set forth in this Agreement for CRRA and Contractor;
- (f) All legal issues arising in connection with a dispute to be determined by an arbitration panel shall be governed by the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut; and
- (g) During any arbitration proceeding that may be initiated hereunder, CRRA and Contractor shall continue to perform their respective obligations under this Agreement.

10.24 Sales and Use Tax Exemption

Pursuant to Section 22a-270 of the *Connecticut General Statutes*, CRRA is exempt from all State of Connecticut taxes and assessments ("Connecticut Taxes"), and the payment thereof. Without limiting the generality of the preceding sentence, the sale of any services or tangible personal property to be incorporated into or otherwise consumed in the operation of a CRRA Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Contractor shall not include in the Service Fees, and Contractor shall not charge or pass through any Connecticut Taxes to CRRA, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Contractor has incurred any Connecticut State Taxes in its performance of the Agreement.

CRRA expresses no opinion as to the eligibility for any tax exemption, or refund or other reimbursement, including without limitation any Connecticut Taxes, with respect to tangible personal property purchased at any location for use in the performance of Services contemplated by this Agreement.

Contractor should consult with its tax advisor and/or its attorney, and the Connecticut Department of Revenue Services (“DRS”) and any other applicable tax authority, with regard to such tax authorities’ policies, procedures, recordkeeping and filing requirements for reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of Services contemplated by this Bid, and whether or not there is a mechanism available to Contractor for the reimbursement of taxes, including without limitation Connecticut Taxes, paid on fuel purchased for use in the performance of the Services contemplated by this Bid.

Contractor and CRRA agree that Contractor is and shall act as an independent contractor. Notwithstanding Contractor’s status as an independent contractor, but without limiting Contractor’s obligation hereunder to pay, and be solely responsible for, any Connecticut taxes levied, imposed or applicable to the Services, for the sole purpose of allowing CRRA to benefit from the aforesaid exemption, CRRA shall designate, and Contractor has agreed to act, as CRRA’s agent in purchasing services and equipment, machinery, parts, materials, supplies, inventories, fuel, and other items necessary to perform the Services hereunder for the account of CRRA, and with funds provided as reimbursement therefor by CRRA.

[REST OF PAGE INTENTIONALLY LEFT BLANK

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed as of the date hereinabove set forth.

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

CONTRACTOR

By: _____

Its _____
Duly Authorized

SCHEDULE 1

SCOPE OF SERVICES

1. Scope of Services

The Contractor shall provide for the transportation and disposal of municipal solid waste ("MSW") from municipalities in South Central, Connecticut in accordance with applicable law and contract principles. Services shall include the following.

- (a) The Contractor shall furnish all labor, administrative services, materials, utilities, fuel, supplies, tools, equipment, parts, facilities, and any other property necessary to provide the Services.
- (b) The Contractor shall be responsible for securing and maintaining all necessary or required local, state and federal registrations, permits, licenses, certificates, and approvals necessary for the Contractor to perform the services.
- (c) The Contractor shall own, lease or otherwise provide sufficient equipment, including transport vehicles and trailers and containers, necessary to perform the transportation and disposal services. Trailers and/or containers must be capable of being top loaded. Trailers/containers are to be provided with automatically activated and controlled tarp covers. The Contractor shall operate, maintain and repair all equipment in accordance with manufacturer's specifications.
- (d) The Contractor shall provide all personnel necessary to properly perform its duties. All Contractor personnel engaged in the performance of services shall be properly trained, equipped with the requisite safety equipment and properly licensed to perform the assigned services. All personnel used by the Contractor shall be competent and skilled in the performance of the duties to which they are assigned. Contractor personnel shall cooperate fully and comply with all applicable laws, regulations, rules, policies and procedures, including safety procedures at CRRA facilities.
- (e) The Contractor shall pick up Acceptable Waste at the Transfer Station located in Wallingford, Connecticut. Transfer trailers/containers containing Acceptable Waste may not be stored at the Transfer Station.
- (f) Scale house operations are [to be determined].
- (g) The Contractor shall be required to weigh-in or establish a tare weight based on vehicle identification at the scale house which is operated by CRRA personnel. The Contractor is responsible for weigh-out at the scale house when leaving the site. Contractor's vehicles must conform to the scale dimensions at the Transfer Station. The scale will be certified, at least annually by CRRA, in accordance with the standards set by applicable law. The Contractor may have its representatives present

at the Transfer Station at any time to observe and verify the accuracy of the weighing of Acceptable Waste. During any period when there is no certified scale in operation at the Transfer Station, the Contractor shall be required to perform off-site weighing at a certified scale designated by CRRA.

- (h) The Contractor shall be properly authorized by the U.S. Department of Transportation and Connecticut DOT to provide waste transportation services and shall have proper permits and licenses. Contractor should note that State of Connecticut DOT over the road weight limits up to a maximum of 80,000 pounds are dependent on the type of truck and trailer. It is the responsibility of the Contractor to verify weight limits for the types of trucks and trailers in use. All drivers shall be eighteen (18) years of age or older. All drivers shall ensure trailers/containers are properly secured and covered prior to departure.
- (i) The Contractor shall be responsible for the safe transportation and delivery of Acceptable Waste from pick from the Transfer Station to the Designated Disposal Facility, in compliance with applicable law and regulations. Should waste be "spilled" in transit as a result of an accident or for any reason during its transport to the Designated Disposal Facility, the Contractor shall be responsible for all clean up, remediation, if required, and disposal.
- (j) At the Designated Disposal Facility, the Contractor shall obtain a receipt showing that the load has been delivered and the weight of the delivered load. All shipping documents and delivery receipts, including load weights for such loads, shall be delivered to CRRA.
- (k) The Contractor shall accept and dispose of Acceptable Waste at the Designated Disposal Facility. The Contractor must have and maintain sufficient capacity for the disposal of Acceptable Waste during the term of the contract. The Contractor shall possess and maintain all necessary permits, licenses and approvals to maintain such capacity. The Contractor shall comply with applicable laws and regulations that pertain to the ownership, design, construction, and operation of the disposal facility.
- (l) The Contractor shall promptly notify CRRA of any notices of violation, citations, suites, regulatory proceedings, prosecutions, received by or commenced against the Contractor or its authorized subcontractors in connection with the performance of its obligations. The Contractor also shall immediately notify CRRA of motor vehicle accidents in which the Contractor or its authorized subcontractors are involved in the performance of the Contractor's obligations.

SCHEDULE 2
OPERATIONS PLAN

The Operations Plan shall be a plan prepared by Contractor and approved by CRRRA that details Contractor's framework to perform the Services under this Agreement, including but not limited to, an equipment plan, a personnel plan, subcontractor plan and a description of how the Services as set forth in Schedule 1, Scope Of Services, of the Agreement will be provided.

SCHEDULE 3

SERVICE FEES

[The Contract Price And Payment Rate Schedule will be added by CRRA based on the successful Bidder's Bid Price And Payment Rate Schedule Form, as such Form may be modified as a result of negotiations between CRRA and the successful Bidder.]

SCHEDULE 4
PERFORMANCE BOND

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. The below addresses are to be used for giving required notice.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

| | |
|--|--|
| | |
|--|--|

OWNER (Name and Address):

| |
|--|
| Connecticut Resources Recovery Authority 100 Constitution Plaza, 6 th Floor Hartford, CT 06103-1722 |
|--|

AGREEMENT

| | |
|---|--|
| DATE: | |
| AMOUNT: | |
| PROJECT DESCRIPTION <small>(Including Name and Location):</small> | Transportation And Disposal Of Municipal Solid Waste From Municipalities In South Central, Connecticut Wallingford, Connecticut |

BOND

| | |
|---|--|
| BOND NUMBER: | |
| DATE: <small>(Not earlier than Agreement Date)</small> | |
| AMOUNT: | Five million dollars and 00/100 cents DOLLARS (\$5,000,000.00) |

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on Pages 2 and 3 hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

| |
|--|
| |
|--|

(SEAL)

| |
|--|
| |
|--|

(SEAL)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

| | | | |
|------------------------|--|------------------------|--|
| SIGNATURE: | | SIGNATURE: | |
| NAME AND TITLE: | | NAME AND TITLE: | |

TERMS AND CONDITIONS TO PERFORMANCE BOND

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the foregoing Agreement, the terms of which are incorporated herein by reference. Any singular reference to the Contractor, the Surety, the Owner or any other party herein shall be considered plural where applicable.
2. If the Contractor performs the Agreement, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default (as hereinafter defined), the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default (as hereinafter defined) and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after the receipt of such notice to discuss methods of performing the Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default (as hereinafter defined) and formally terminated the Contractor's right to complete the Agreement. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1.
 - 3.3 The Owner has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a contractor selected to perform the Agreement in accordance with the terms of the agreement with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Agreement; or
 - 4.2 Undertake to perform and complete the Agreement itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Agreement, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a qualified surety equivalent to the bond issued on the Agreement, and pay to the Owner the amount of damages described in Paragraph 6; or
 - 4.4 Waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances:
 - 4.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Agreement, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Agreement;
 - 6.2 Additional legal and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Agreement. No right of action shall accrue on this Bond to any person or entity other than the Owner or its successors and assigns.
8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions

of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page of this Bond.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Agreement was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions confirming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.

12.1 Balance of the Agreement Price: The total amount payable by the Owner to the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Agreement.

12.2 Agreement: The agreement between the Owner and the Contractor identified on the signature page, including all Agreement Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with any of the terms of the Agreement.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement or to perform and complete or comply with the other terms hereof.

SCHEDULE 5

LETTER OF CREDIT

To Be Issued By a Connecticut Bank Or By a National Banking Association

| | | | |
|--|---|------------------|---------------|
| Irrevocable Standby Letter Of Credit No. | [LETTER OF CREDIT #] | | |
| Issuance Date: | [DATE] | Expiration Date: | [DATE] |
| Beneficiary: | Connecticut Resources Recovery Authority 100 Constitution Plaza, 6th Floor Hartford, CT 06103 | | |

Gentlemen:

We hereby establish our Irrevocable Standby Letter Of Credit No. **[Letter Of Credit #]** in favor of the "Beneficiary," Connecticut Resources Recovery Authority ("CRRA"), at the request and for the account of **[Name of Contractor]**, for the sum or sums up to the aggregate amount of **[amount of Letter Of Credit]** available for payment against your draft(s) at sight on us.

Drafts must be drawn and presented to us at this office not later than our close of business on **[Date]** or any duly extended expiration date, and each draft must bear the following clause: "Drawn Under Letter Of Credit No. **[Letter Of Credit #]**."

Drafts must be accompanied by a certified statement from the Beneficiary that **[name of Contractor]** has failed to satisfy or perform one or more of its obligations or breached one or more of its covenants or representations under a certain Transportation And Disposal Of Municipal Solid Waste From Municipalities In Fairfield County, Connecticut Agreement between **[name of Contractor]** and CRRA, dated as of **[Date]**.

Partial drawings hereunder are permitted.

We hereby agree with you that drafts drawn under and in compliance with the above terms of this Letter Of Credit shall be duly and promptly honored on due presentation and delivery to us on or before the above-referenced expiration date or any duly extended expiration date.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of **[name of the issuing Connecticut Bank or National Banking Association]** under this Letter of Credit is the individual obligation of **[name of the issuing**

Connecticut Bank or National Banking Association] and is in no way contingent upon reimbursement with respect thereto.

It is a condition of this Letter Of Credit that it is deemed to be automatically extended without amendment for one (1) year from the expiration date stated above, or any future expiration date, unless not later than ninety (90) days prior to the expiration date stated above or the then current expiration date we notify you by registered mail that we elect not to renew this Letter Of Credit for any such additional period.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter Of Credit shall be duly honored by us at your first demand, notwithstanding any contestation or dispute between you and **[name of Contractor]**, if presented to us in accordance with the provisions hereof.

This Letter of Credit is subject to and governed by the laws of the State of Connecticut, the decisions of the courts of that state, and the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500 and in the event of any conflict, the laws of the State of Connecticut and the decisions of the courts of that state will control. If this Letter Of Credit expires during an interruption of business of this bank as described in Article 17 of said Publication 500, **[name of issuing Connecticut Bank or National Banking Association]** hereby specifically agrees to effect payment if this Letter of Credit is drawn against within thirty (30) days after the resumption of business from such interruption.

Very truly yours,

Authorized Signature for
[name of issuing Connecticut Bank or National Banking Association]

SCHEDULE 6

CORPORATE GUARANTY

This Guaranty made and dated as of [DATE] (the Guaranty”) from a corporation duly organized and existing under the laws of the State of [NAME OF STATE] (the Guarantor”) to the Connecticut Resources Recovery Authority (the “Authority”), a public instrumentality and political subdivision of the State of Connecticut (the “State”),

WITNESSETH:

WHEREAS, the Authority intends to enter into an agreement with the [NAME OF BIDDER/CONTRACTOR] (“Company”) for Company to provide the Authority independent waste compaction dozer services in accordance with the Waste Compaction Dozer Services Agreement between the Authority and the Company dated as of May 1, 2008 (the “Agreement”);

WHEREAS, the Guarantor will receive a material and direct benefit from the execution of said Agreement;

NOW THEREFORE, in consideration of the execution and delivery of the Agreement, and intending to be legally bound hereby, the Guarantor does hereby agree as follows:

1. REPRESENTATIONS AND WARRANTIES

[NAME OF GUARANTOR], as Guarantor, hereby represents and warrants that:

- (a) The Guarantor has been duly incorporated and validly exists as a corporation in good standing under the laws of the State of [NAME OF STATE] and is not in violation of any provision of its certificate of incorporation or its by-laws, has power to enter into this Guaranty and, by proper corporate action, has duly authorized the execution and delivery of this Guaranty.
- (b) Neither the execution and delivery of this Guaranty, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms and conditions of this Guaranty is prevented or limited by or conflicts with or results in a breach of or violates the terms, conditions or provisions of any contractual or other restriction on the Guarantor, or constitutes a breach under any of the terms of its Certificate of Incorporation or by-laws, or violates any agreement or instrument of whatever nature to which the Guarantor is now a party or by which the Guarantor or its property is bound, or constitutes a default under any of the foregoing or violates any federal, state or local law, rule or regulation applicable to the Guarantor.
- (c) The assumption by the Guarantor of its obligations hereunder will result in a material

financial benefit to the Guarantor.

- (d) This Guaranty constitutes a valid and legally binding obligation of the Guarantor, enforceable in accordance with its terms.
- (e) There is no action or proceeding pending or to the best of its knowledge threatened against the Guarantor before any court or administrative agency that would adversely affect the ability of the Guarantor to perform its obligations under this Guaranty and all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Guaranty or in connection with the performance of the Guarantor's obligations hereunder have been obtained as required hereunder or by law.
- (f) Neither the nature of the Guarantor or any subsidiary of the Guarantor or of any of their respective businesses or property, nor any relationship between the Guarantor or any subsidiary and any other person, nor any circumstance in connection with the execution or delivery of the Agreement, is such as to require the consent, approval, or authorization of or filing, registration, or qualification with any governmental authority on the part of the Guarantor or any subsidiary, as a condition of the execution and delivery of the Agreement or any agreement or document contemplated thereby or the performance thereof.
- (g) The Guarantor is familiar with the terms of the Agreement and consents to the terms thereof.

2. GUARANTY

2.1 Agreement to Perform and Observe Obligations of Company under the Agreement

The Guarantor hereby unconditionally and irrevocably guarantees to the Authority the full and prompt performance and observance of each and all of the covenants and agreements required to be performed and observed by the Company, including any obligation to pay damages, under the Agreement, including all amendments and supplements thereto.

2.2 Guaranty Absolute and Unconditional

The obligations of the Guarantor hereunder are absolute and unconditional and shall remain in full force and effect until the Company shall have fully and satisfactorily discharged all of its obligations under the Agreement, and irrespective of any assignment of the Agreement or of any termination of the Agreement except in accordance with the express provisions thereof (and payment of all amounts due thereunder), and shall not be affected by (a) any set-off, counterclaim, recoupment, defense (other than payment itself) or other right that the Guarantor may have against the Authority, (b) the failure of the Authority to retain or preserve any rights against any person (including the Company) or in any property, (c) the invalidity of any such rights which the Authority may attempt to

obtain, (d) the lack of prior enforcement by the Authority of any rights against any person (including the Company) or in any property, (e) the dissolution of the Company, (f) any claim by the Company or the Guarantor of impossibility of performance of the Agreement, (g) any claim by the Company or the Guarantor of commercial frustration of purpose with respect to the Agreement, or (h) any other circumstance which might otherwise constitute a legal or equitable discharge of a guarantor or limit the recourse of the Authority to the Guarantor; nor shall the obligations of the Guarantor hereunder be affected in any way by any modification, limitation or discharge arising out of or by virtue of any bankruptcy, arrangement, reorganization or similar proceedings for relief of debtors under federal or state law hereinafter initiated by or against the Company or the Guarantor. The Guarantor hereby waives any right to require, and the benefit of all laws now or hereafter in effect giving the Guarantor the right to require, any such prior enforcement as referred to in (d) above, and the Guarantor agrees that any delay in enforcing or failure to enforce any such rights shall not in any way affect the liability of the Guarantor hereunder, even if any such rights are lost; and the Guarantor hereby waives all rights and benefits which might accrue to it by reason of any of the aforesaid bankruptcy, arrangement, reorganization, or similar proceedings and agree that its liability hereunder for the obligations of the Company under the Agreement shall not be affected by any modification, limitation or discharge of the obligations of the Company or the Guarantor that may result from any such proceeding. This Section 2.2 shall not constitute a waiver of any rights of the Company under the Agreement.

2.3 Waivers by the Guarantor

The Guarantor hereby waives all notices whatsoever with respect to this Guaranty, including, but not limited to, notice of the acceptance of this Guaranty by the Authority and intention to act in reliance hereon, of its reliance hereon, and of any defaults by the Company under the Agreement except as provided therein. The Guarantor hereby consents to the taking of, or the failure to take from time to time, without notice to the Guarantor, any action of any nature whatsoever with respect to the obligations of the Company under the Agreement and with respect to any rights against any person (including the Company) or in any property, including, but not limited to, any renewals, extensions, modifications, postponements, compromises, indulgences, waivers, surrenders, exchanges and releases. To the extent permitted by law, the Guarantor hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the Guarantor hereunder.

2.4 Agreement to Pay Attorney's Fees and Expenses

The Guarantor agrees to pay to the Authority on demand all reasonable costs and expenses, legal or otherwise (including counsel fees), which may be incurred in the successful enforcement of any liability of the Guarantor under this Guaranty. No delay in making demand on the Guarantor for performance of the obligations of the Guarantor under this Guaranty shall prejudice the right of the Authority to enforce such performance.

2.5 Consent to Assignment

It is understood and agreed that all or any part of the right, title and interest for the Authority in and to this Guaranty may be assigned by the Authority to a trustee. The Guarantor consents to any such assignment and the Guarantor further agrees that the trustee, acting under the aforesaid assignment and in accordance with this Guaranty, shall be entitled to proceed first and directly against the Guarantor under this Guaranty without first proceeding against any other party.

3. SPECIAL COVENANTS

3.1 Maintenance of Corporate Existence; Consolidation, Merger, Sale or Transfer

The Guarantor covenants that it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all its assets and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided, however, that the Guarantor may consolidate with or merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve if the successor entity (if other than the Guarantor) assumes in writing all the obligations of the Guarantor hereunder and, if such successor entity is other than an affiliate of the Guarantor, has a net worth immediately after such consolidation, merger, sale or transfer at least equal to that of the Guarantor immediately prior to such event, and, if required, is duly qualified to do business in the State of Connecticut.

If a consolidation, merger or sale or other transfer is made as permitted by this Section 3.1, the provisions of this Section 3.1 shall continue in full force and effect and no further consolidation merger or sale or other transfer shall be made except in compliance with the provisions of this Section 3.1.

3.2 Assignment

Without the prior written consent of the Authority, this Guaranty may not be assigned by the Guarantor, except pursuant to Section 3.1 hereof.

3.3 Qualification in Connecticut

The Guarantor agrees that, so long as this Guaranty is in effect, if required, the Company will be duly qualified to do business in Connecticut and, if necessary, in order for the Guarantor to perform its obligations as required hereunder, the Guarantor will qualify to do business in Connecticut.

3.4 Agent for Service

The Guarantor irrevocably: (a) agrees that any suit, action or other legal proceeding arising out of this Guaranty may be brought in the courts of the State of Connecticut or the courts of the United States located within the State of Connecticut; (b) consents to the jurisdiction of each such court in any suit, action or proceeding; and (c) waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any such courts. During the term of this Guaranty the Guarantor irrevocably designates the Secretary of the State of the State of Connecticut, whose address is Hartford, Connecticut, as its agent to accept and acknowledge in its behalf service of any and all process in any suit, action or proceeding brought in any such court and agrees and consents that any such service of process upon either agent shall be taken and held to be valid personal service upon the Guarantor whether or not the Guarantor shall then be doing, or at any time shall have done, business within the State of Connecticut, and that any such service of process shall be of the same force and validity as if service were made upon the Guarantor according to the laws governing the validity and requirements of such service in such state, and waives all claims of error by reason of any such service. Such agents shall not have any power or authority to enter any appearance or to file any pleadings in connection with any suit, action or other legal proceeding against the Guarantor or to conduct the defense of any such suit, action or any other legal proceeding.

4. MISCELLANEOUS

4.1 Binding Effect

This Guaranty shall inure to the benefit of the Authority and its successors and assigns and shall be binding upon the Guarantor and its successors and assigns.

4.2 Amendments, Changes and Modifications

This Guaranty may not be amended, changed or modified or terminated and none of its provisions may be waived, except with the prior written consent of the Authority and of the Guarantor.

4.3 Execution in Counterparts

This Guaranty may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Guaranty.

4.4 Severability

If any clause, provision or Section of this Guaranty shall be held illegal or invalid by a court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Guaranty shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Guaranty is held to be in

violation of law, then such agreement or obligation shall be deemed to be the agreement or obligations of the Guarantor to the fullest extent permitted by law.

4.5 Captions

The captions or headings in this Guaranty are for convenience only and in no way define, limit or describe the scope or intent of any sections of this Guaranty.

4.6 Governing Law

This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

5. TERM OF GUARANTY

This Guaranty shall remain in full force and effect from the date hereof until all obligations of the Company under the Agreement have been fully performed.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed in its name and in its behalf by its duly authorized officers as of the ___ day of _____, 2008.

Accepted and agreed this ___ of _____, 2008.

[GUARANTOR]

By: _____
Name:
Title:

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Name:
Title:



**SCHEDULE 7
CONTRACTOR'S CERTIFICATION
CONCERNING GIFTS**

**TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE FROM
MUNICIPALITIES IN SOUTH CENTRAL CONNECTICUT**

(This CERTIFICATION is to be signed by an authorized officer of the Contractor or the Contractor's managing general partner.)

Section 4-252 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder for an Agreement) complete and properly execute this Certification Concerning Gifts at the same time that the Contractor executes the Agreement. If the Contractor fails to make the required certifications, the Contractor shall be disqualified for the Agreement.

I, _____, a duly authorized officer and/or representative
of _____ (firm name)
(the "Contractor"), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal/statement of qualifications for the Transportation And Disposal Of Municipal Solid Waste From Municipalities in South Central Connecticut Agreement (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful Contractor for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between March 10, 2008 and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement

to

- (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal solicitation for or the negotiation or award of the Agreement (such CRRA employees are listed in Table 2 below), or
- (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and

4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and
5. The Contractor made the bid/proposal for the Agreement without fraud or collusion with any person;
6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 2: CRRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement

| |
|---|
| Virginia Raymond, Senior Operations Analyst |
| Michael Tracey, Director of Operations |
| |
| |
| |

TABLE 3: Public Officials and State Employees of State Agencies Who Have Supervisory or Appointing Authority over CRRA

| |
|---|
| Governor M. Jodi Rell |
| Senator Donald E. Williams, Jr., President Pro Tempore of the Senate |
| Senator John McKinney, Minority Leader of the Senate |
| Representative James A. Amann, Speaker of the House of Representatives |
| Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives |

Signature: _____

Name (type/print): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that

he/she is the _____ (Title) of

(Firm Name), the Contractor

herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury, certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this _____ day of _____ 200__

Notary Public/Commissioner of the Superior Court

For the purposes of this Certification Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiancée or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.



CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY

**SCHEDULE 8
PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

**TRANSPORTATION AND DISPOSAL OF
MUNICIPAL SOLID WASTE FROM
MUNICIPALITIES IN SOUTH CENTRAL CONNECTICUT
Awarded To**

[Name of Contractor/Consultant]

(This CERTIFICATION is to be signed by the President of CRRA
at the time the Agreement is executed by him/her.)

By submission of this Certification, the President of the Connecticut Resources Recovery Authority ("CRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the Agreement was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Signature: _____

Name: Thomas D. Kirk

Title: President

State Of: Connecticut

County Of: Hartford

Thomas D. Kirk, being fully sworn, deposes and says that he is the President of the Connecticut Resources Recovery Authority, that he has read the forgoing statement concerning collusion, the giving of gifts or the promise of gifts, compensation, fraud or inappropriate influence and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this _____ day of _____ 200__

Notary Public/Commissioner of the Superior Court



**SCHEDULE 9
CERTIFICATION CONCERNING
NONDISCRIMINATION**

At the time the Bidder submits its Bid to CRRA, it will submit an executed document entitled Certification Concerning Non-Discrimination (Attachment 12 to the RFB issued April 9, 2008) and said executed document shall be incorporated into the Agreement as this Schedule 9.

SCHEDULE 10
SEEC FORM 11 NOTIFICATION

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the following page):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

ATTACHMENT 17

LIST OF FIRMS THAT HAVE SUBMITTED A NOTICE OF INTEREST FORM

- A. All-Ways Dumpsters, Inc
26 Chittenden Road
Killingworth, CT 06419
Eric J. Nelson, Vice President
Phone: 860-663-3520
Fax: 860-663-3651
allways_dumpsters@comcast.net
- B. Anastasio & Sons Trucking Co., Inc.
80 Middletown Avenue
New Haven, CT 06513
Edward Zynko, Sales Manager
Telephone: 203-787-5746
Fax: 203-782-9354
edzynko@aanastasio.com
- C. Bristol Resource Recovery Facility Operating Committee
43 Enterprise Drive
Bristol, CT 06010
Jonathan S. Bilmes, Executive Director
Phone: 860-585-0419
Fax: 860-585-9875
jbilmes@brrfoc.org
- D. Casella Waste Management
798 Cascadilla Street, Suite 100
Ithaca, NY 14850
Tom Colucci, Landfill Marketing Manager
Phone: 607-437-0368
Fax: 315-732-3938
tom.colucci@casella.com
- E. Capital Building Wrecking, LLC
147 Davenport Street
Bridgeport, CT 06607
Chris Taylor, Estimator
Phone: 203-870-9494
Fax: 203-870-9571

cbwreckingllc@aol.com

F. City Carting, Inc.
P.O. Box 17250
Stamford, CT 06907
Joe Fiorillo, Director of Operations
Phone: 203-324-4090
Fax: 203-327-4880
joef@citycart.net
or citycart@citycart.net

G. Covanta Projects of Wallingford
530 Cherry Street
Wallingford, CT 06492
Cheryl Thibeault, Business Manager
Phone: 203-294-1649, ext 3029
Fax: 203-284-1931
cthibeault@covantaenergy.com

H. CRS Environmental, LLC
P.O. box 220
Cheshire, CT 06410
Richard Domschine, CEO
Phone: 203-284-0109
Fax: 203-284-0161
rdomschine@crsenvironmental.com

I. CWPM, LLC
P.O. Box 415
Plainville, CT 06062
Mike Calandra, Operations Manager
Phone: 860-229-5368
Fax: 860-793-2624
mikec@cwpm.net

J. Dainty Rubbish Service, Inc.
90 Industrial Park Road
Middletown, CT 06457
Michael Armetta, President
Phone: 860-632-0666
Fax: 860-635-6856

K. DW Transport & Leasing, Inc.
P.O. Box 462

33 Pequot Road
Uncasville, CT 06382
David Waddington, President
Phone: 860-848-1692
Fax: 860-848-2669
dwjr@dwtransport.com
dtransport@snet.net

- L. Enviro Express, Inc.
555 Wordin Avenue
Bridgeport, CT 06605
Anthony Cappella, Vice President
Phone: 203-339-3210
Fax: 203-339-3214
enviroexp@aol.com
- M. EnviroSolutions, Inc (ESI)
11220 Assett Loop, Suite 201
Manassas, VA 20109
Kirk Nimitz, Director, Business Development
Phone: 703-633-3012
Fax: 703-378-0800
knimitz@esiwaste.com
- N. Feher Rubbish Removal
P.O. Box 11009
Syracuse, NY 13218
Larry Feher, Jr., President
Phone: 315-422-0715
Fax: 315-422-5943
feherr@aol.com
- O. Greenfield Logistics, LLC
9130 South State Street, Suite 223
Sandy, UT 84070
Shane Johanson, President
Phone: 801-676-1575
Fax: 801-676-1579
sjohanson@greenfieldlogistics.com
- P. Kaydee Transportation Group, Inc.
593 Blackwood-Clementon Road #28
Lindenwold, NJ 08021
Kirk Dass, CEO
Phone: 856-627-9242
Fax: 856-627-7188

kirk@kaydeetransportation.com

- Q. Live Earth, LLC/Sunny Farms Landfill
12500 County Road 18
Fostoria, OH 44830
Christopher M. Valerian, Owner & President
Phone: 440-781-7396
Fax: 404-995-5111
cvalerian@helioswaste.com
- R. Murphy Road Recycling, LLC
15 Mullen Road
Enfield, CT 06082
Jonathan Murray, Director of Operations
Phone: 860-746-3216
Fax: 860-741-5927
jonathan@usarecycle.com
- S. Novo Energy, LLC
2330 East Prospect Road, Suite B
Fort Collins, CO 80525
Gregg Tomberlin, Senior VP – Engineering & Technology
Phone: 970-292-1032
Fax: none provided
gtomberlin@novo-energy.com
- T. Project Management Associates, LLC
P.O. Box 271777
West Hartford, CT 06127
David Brown, President
Phone: 860-561-5211
Fax: 860-561-2111
- U. Pure Earth Environmental, Inc.
36 Sheffield Street
Waterbury, CT 06704
Michael J. Mahan, President
Phone: 203-756-1000
Fax: 203-756-1005
mmahan@pureearthinc.com
- V. Riccelli Enterprises, Inc.
P.O. Box 6418
Syracuse, NY 13217
Richard Riccelli, Sr., Vice President
Phone: 315-433-5115

Fax: 315-458-9684
richr@riccellitrucking.com

W. Santaro Development, LLC
P.O. Box 11125
Syracuse, NY 13218
Lou Santaro, President
Phone: 315-413-0495
Fax: 315-413-0262
dumpstersantaro@aol.com

X. Seneca Meadows, Inc.
1786 Salcman Road
Waterloo, NY 13165
Rocky LaRocca, Director of Business Development
Phone: 315-539-5624
Fax: 315-539-3097
rlarocca@iesi.com

Y. Tully Environmental, Inc.
127-50 Northern Boulevard
Flushing, NY 11368
Jon Kondash, Project Engineer
Phone: 718-446-7000 ext. 233
Fax: 718-458-5199
Fax: jkondash@tullyenvironmental.com

Z. Waste Management
P.O. box 7065
30 Rochester Neck Road
Rochester, NY
Heather Sidmore, Technical Service Manager
or Ken Verhelle, Industrial Account Manager
Phone 603-330-2149 or 603-770-3387
Fax: 603-330-2198
hsidmore@wm.com
or kverheele@wm.com

AA. Waste Solutions Group
111 Brook Street, 3rd Floor
Scarsdale, NY 10583
William Gay, President
Phone: 914-713-0671
Fax: 914-713-0672
bill@wastesolutionsgroup.com

BB. Wheelabrator Technologies, Inc.
4 Liberty Lane West
Hampton, NH 03842
Thomas McCarthy, Senior Manager Business Development
Phone: 603-929-3458
Fax: 603-929-3123
tmccarth@wm.com

CC. Willimantic Waste Paper Co., Inc.
P.O. Box 239
Willimantic, CT 06226
Timothy DeVivo, Treasurer
Phone: 860-423-4527
Fax: 860-456-3155
tdevivo@williwaste.com